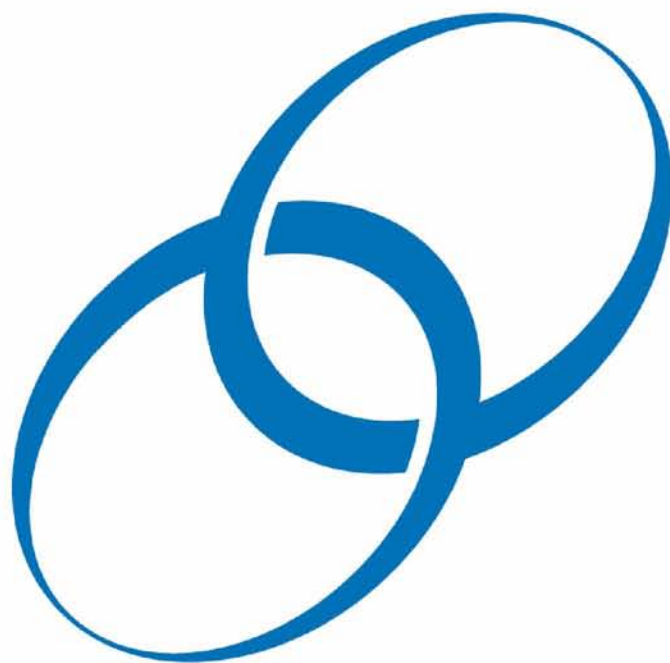


# **Appendix B**

## **TRS Provider Contract**



**AMENDMENT NUMBER THREE  
TO TELECOMMUNICATIONS RELAY SERVICE CONTRACT BETWEEN  
STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES,  
DIVISION OF VOCATIONAL REHABILITATION  
AND  
HAMILTON TELEPHONE COMPANY  
d/b/a HAMILTON TELECOMMUNICATIONS**

**1. Parties.** This Amendment is made and entered into by and between the Division of Vocational Rehabilitation, Department of Workforce Services, State of Wyoming, 122 West 25<sup>th</sup> Street, 1100 Herschler Building, Cheyenne, WY 82002 (hereinafter "Agency"), and Hamilton Telephone Company, d/b/a Hamilton Telecommunications, 1001 12<sup>th</sup> Street, Aurora, NE 68818 (hereinafter "Contractor").

**2. Purpose of Amendment**

**A.** This Amendment shall constitute the third amendment to the Contract between the Agency and the Contractor, which was duly executed on July 7, 2004 and which became effective on July 7, 2004, and which was first amended on December 12, 2005, and which was secondly amended on June 26, 2006. The Contract was a result of the Agency's Request For Proposal (RFP) Number 0283-L. The Purpose of this Amendment, known as Amendment Number Three, is to extend the term of the Contract by one (1) year to July 31, 2008.

**B.** Amendment Number One, dated December 12, 2005, provided for the expansion of telecommunications relay services offered to include the implementation and provision of 2-Line CapTel™ Service.

**C.** Amendment Number Two, dated June 26, 2006, extended the Contract by one (1) year to July 31, 2007.

**3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of this Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

**4. Amendments**

**A.** Section 3.A. of the original Contract is hereby amended to read as follows:

"This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from August 1, 2004 through July 31, 2008. All services shall be completed during this term."

5. **Additional Responsibilities of Agency.** None.
6. **Additional Responsibilities of Contractor.** None.

7. **Special Provisions**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, and including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

8. **General Provisions**

A. **Entirety of Contract.** This third Amendment, consisting of three (3) pages, original Contract plus all exhibits and attachments, consisting of three hundred ninety-eight (398) pages, Amendment Number One consisting of three (3) pages, and Amendment Number Two consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations and representations, whether written or oral.

**THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK.**

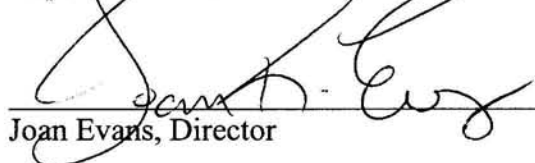
**9. Signatures.**

**A.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number Three to the Contract between the Agency and the Contractor, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**B.** This Amendment is not binding on either party until approved by the Department of Administration & Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

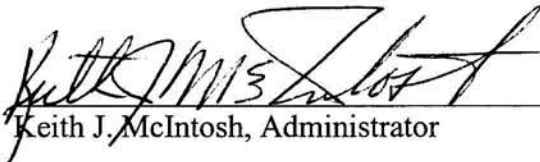
**AGENCY:**

Department of Workforce Services

  
Joan Evans, Director

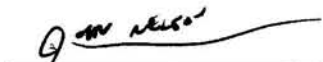
7/20/07  
Date

Division of Vocational Rehabilitation

  
Keith J. McIntosh, Administrator

7-20-07  
Date

**CONTRACTOR**

  
John A. Nelson  
Nedelco Vice President of Operations  
Hamilton Telephone Company d/b/a Hamilton Telecommunications  
Contractor's Tax ID Number: 47-0181440

7-19-07  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #13999  
Robert L. Lanter  
Senior Assistant Attorney General

7-16-07  
Date

J:/Contract/08 con/Hamilton Amend 3

**AMENDMENT NUMBER TWO  
TO TELECOMMUNICATIONS RELAY SERVICE CONTRACT BETWEEN  
STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES,  
DIVISION OF VOCATIONAL REHABILITATION  
AND  
HAMILTON TELEPHONE COMPANY  
d/b/a HAMILTON TELECOMMUNICATIONS**

**1. Parties.** This Amendment is made and entered into by and between the Division of Vocational Rehabilitation, Department of Workforce Services, State of Wyoming, 122 West 25<sup>th</sup> Street, 1100 Herschler Building, Cheyenne, WY 82002 (hereinafter "Agency"), and Hamilton Telephone Company, d/b/a Hamilton Telecommunications, 1001 12<sup>th</sup> Street, Aurora, NE 68818 (hereinafter "Contractor").

**2. Purpose of Amendment**

**A.** This Amendment shall constitute the second amendment to the Contract between the Agency and the Contractor, which was duly executed on July 7, 2004 and which became effective on July 7, 2004, and which was first amended on December 12, 2005. The Contract was a result of the Agency's Request For Proposal (RFP) Number 0283-L. The Purpose of this Amendment, known as Amendment Number Two, is as follows:

**(i)** Extend the term of the Contract by one (1) year to July 31, 2007,  
and

**(ii)** Add Three Hundred Thousand Dollars (\$300,000.00) to the total amount of the Contract.

**B.** Amendment Number One, dated December 12, 2005, provided for the expansion of telecommunications relay services offered to include the implementation and provision of 2-Line CapTel™ Service.

**3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of this Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

**4. Amendments**

**A.** Section 3.A. of the original Contract is hereby amended to read as follows:

"This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from August 1, 2004 through July 31, 2007. All services shall be completed during this term."

**B.** Section 4.D. of the original Contract is hereby amended to read as follows:

“In no event shall the total amount paid to the Contractor by the Agency under this Contract exceed One Million Dollars (\$1,000,000.00). All travel, services, materials, shipping, and other expenses incurred by the Contractor, or any subcontractors, during the performance of this Contract are considered to be incorporated in the price.”

**5. Additional Responsibilities of Agency.** None.

**6. Additional Responsibilities of Contractor.** None.

**7. Special Provisions**

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, and including all prior amendments to this Contract shall remain unchanged and in full force and effect.

**8. General Provisions**

**A. Entirety of Contract.** This second Amendment, consisting of three (3) pages, original Contract plus all exhibits and attachments, consisting of three hundred ninety-eight (398) pages, and Amendment Number One consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations and

**THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK.**

representations, whether written or oral.

**9. Signatures**

**A.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number Two to the Contract between the Agency and the Contractor, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**B.** This Amendment is not binding on either party until approved by the Department of Administration & Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

**AGENCY**

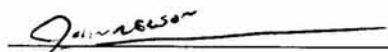
  
Keith J. McIntosh, Administrator  
Division of Vocational Rehabilitation

6-26-06  
Date

  
Kathy C. Emmons, Director  
Department of Workforce Services


6-26-06  
Date

**CONTRACTOR**

  
John A. Nelson 47-0181440  
Nedelco Vice President of Operations  
Hamilton Telephone Company d/b/a Hamilton Telecommunications

6-23-06  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

 #6382  
Robert L. Lanter  
Senior Assistant Attorney General

6-20-2006  
Date

J:/Contract/07 con/Hamilton Amend 2

**AMENDMENT NUMBER ONE  
TO TELECOMMUNICATIONS RELAY SERVICE CONTRACT BETWEEN  
WYOMING DIVISION OF VOCATIONAL REHABILITATION  
DEPARTMENT OF WORKFORCE SERVICES  
STATE OF WYOMING  
AND  
HAMILTON TELEPHONE COMPANY  
d/b/a HAMILTON TELECOMMUNICATIONS**

**1. Parties.** This Amendment is made and entered into by and between the Division of Vocational Rehabilitation, Department of Workforce Services, State of Wyoming, 122 West 25<sup>th</sup> Street, 1100 Herschler Building, Cheyenne, WY 82002 (hereinafter “Agency”), and Hamilton Telephone Company, d/b/a Hamilton Telecommunications, 1001 12<sup>th</sup> Street, Aurora, NE 68818 (hereinafter “Contractor”).

**2. Purpose of Amendment**

**A.** This Amendment shall constitute the first Amendment to the Telecommunications Relay Service Contract between the Agency and the Contractor, which became effective on July 7, 2004. The purpose of this Amendment is to expand the telecommunications relay services offered to include the implementation and provision of 2-Line CapTel™ Service.

**B.** 2-Line CapTel™ is a new technology developed by Ultratec, Inc., of Madison, Wisconsin (“Ultratec”), and provided through CapTel, Inc., (“CTI”), that allows individuals with hearing loss to view word-for-word captions of a call carried on one telephone line while the captions are provided on a second telephone line, thus providing users with the ability to caption any incoming or outgoing telephone call.

**3. Term of the Amendment.** This Amendment is effective when all parties have executed it and all required approvals have been granted. This Amendment shall commence on December 16, 2005, and shall remain in full force and effect through the term of the Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

**4. Payment.** The Contractor shall provide 2-Line CapTel™ Service at the existing agreed-upon rate for the provision of one-line CapTel™ Service, which is One Dollar and Forty-five Cents (\$1.45) per conversation minute as provided in the Contract.

**5. Additional Responsibilities of the Agency.** The Agency approves and accepts CTI as the Contractor’s subcontractor to provide 2-Line CapTel™ Service.

**6. Additional Responsibilities of the Contractor**

**A. Emergency Handling of 2-Line CapTel™ Service.** By using two telephone lines, the CapTel™ users listen to their conversation on one line while receiving typed



text from the captioning service on the other line. When calling 911 in emergency situations, the 2-Line CapTel™ user's call is routed directly to the appropriate 911 center, as the call is dialed direct on one line, and the other line is connected to the captioning center, allowing the user to receive captions on one line and hear the conversation on the other line.

**7. Special Provisions**

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including, but not limited to, sovereign immunity, shall remain unchanged and in full force and effect.

**8. General Provisions**

**A. Entirety of Amendment.** This Amendment, consisting of three (3) pages, represents the entire First Amendment to the original contract between the parties, and

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

supersedes all prior negotiations and representations, whether written or oral.


**9. Signatures**

**A.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number One to the Contract between the Agency and the Contractor, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**B.** This Amendment is not binding on either party until approved by the Department of Administration & Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

**C.** The effective date of this Amendment is the date of the signature last affixed to this page and all required approvals have been granted.

**AGENCY**

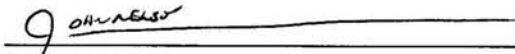
  
\_\_\_\_\_  
Keith J. McIntosh, Administrator  
Division of Vocational Rehabilitation

12-12-05  
Date

  
\_\_\_\_\_  
Kathy C. Emmons, Director  
Department of Workforce Services


12/8/05  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
John A. Nelson 47-0181440  
Nedelco Vice President of Operations  
Hamilton Telephone Company d/b/a Hamilton Telecommunications

12-5-2005  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

 #3581  
\_\_\_\_\_  
Robert L. Lanter  
Senior Assistant Attorney General

12-1-2005  
Date

Contract/06con/Hamilton Amend1.doc

**TELECOMMUNICATIONS RELAY SERVICE CONTRACT**  
**BETWEEN**  
**WYOMING DIVISION OF VOCATIONAL REHABILITATION**  
**DEPARTMENT OF WORKFORCE SERVICES**  
**STATE OF WYOMING**  
**AND**  
**HAMILTON TELEPHONE COMPANY**  
**d/b/a HAMILTON TELECOMMUNICATIONS**

**1. Parties.** The parties to this Contract are the Division of Vocational Rehabilitation, Department of Workforce Services, State of Wyoming, 1100 Herschler Building, 122 West 25<sup>th</sup> Street, Cheyenne, WY 82002, (hereinafter “Agency”), and Hamilton Telephone Company, d/b/a Hamilton Telecommunications, 1001 12<sup>th</sup> Street, Aurora, NE 68818, (hereinafter “Contractor”).

**2. Purpose of Contract**

**A.** The Agency is authorized, pursuant to Wyoming Statute §16-9-201 et seq. to contract with a qualified provider to design and implement a message relay system.

**B.** The purpose of this Contract is to state the terms and conditions of the contractual relationship between the Agency and the Contractor. Under this Contract, the Contractor will be providing a full service, confidential, statewide, 24-hours-per-day, 7-days-per-week, 365-days-a-year telecommunications relay service known as Wyoming Relay Service. The telecommunications relay service shall provide people who are hearing-impaired or speech-impaired with access to the telecommunications network in Wyoming. The telecommunications relay service shall be functionally equivalent to the access provided to other telecommunications customers.

**C.** Under this Contract, the Contractor will be providing enhanced voice carry (VCO) over service known as CapTel (“CapTel” is a trademark of Ultratec, Inc.).

**D.** The Contractor will also provide outreach and advertising services which market the Wyoming Relay.

### **3. Term of Contract and Required Approvals**

**A.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from August 1, 2004 through July 31, 2006. All services shall be completed during this term.

**B.** This Contract may be renewed under the same terms and conditions, with the exception of any new purchased features, by agreement of both parties in writing, and subject to the required approval for a period not to exceed one additional year, and said option to extend this Contract for a one-year period shall be in effect for each year thereafter for a total period not to exceed four additional years. There is no right or expectation of renewal, and any renewal will be determined at the discretion of the Agency.

**C.** By law, contracts for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Section, Wyoming Statute §9-1-403 (b)(v), and all contracts for services costing over One Thousand Five Hundred Dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyoming Statute §9-2-1016 (b)(iv)(D).

### **4. Payment**

**A.** The Agency agrees to pay the Contractor for Telecommunications Relay Services described in the Contractor's Technical Proposal, (hereinafter Exhibit A) and at the price of Ninety-three Cents (\$0.93) per session minute as stated in the Contractor's Price Proposal (hereinafter Exhibit B). Exhibits A and B are attached to this Contract, and are hereby incorporated into this Contract by reference.

**B.** The Agency agrees to pay the Contractor for CapTel services described in Exhibit A and in the Contractor's Terms and Conditions of CapTel Service, (hereinafter Exhibit C), at the price of One Dollar and Forty-five Cents (\$1.45) per conversation minute as stated in Exhibit B. Exhibit C is attached to this Contract and is hereby incorporated into this Contract by reference.

### **C. Outreach and Advertising Services**

**(i)** The Agency agrees to pay the Contractor for approved outreach and advertising services. Outreach and advertising services may include but are not limited to those services described in Exhibit A, at Tab XII, Section 2. The outreach and advertising expenses shall be paid out of the Agency's outreach and advertising budget. The annual outreach and advertising expenses shall not exceed One Hundred Thousand Dollars (\$100,000.00).

**(ii)** The outreach services described in Exhibit A, at Tab XII, Section 1, shall be provided as part of the telecommunications relay services and at no additional cost to the Agency.

**D.** In no event shall the total amount paid to the Contractor by the Agency under this Contract exceed Seven Hundred Thousand Dollars (\$700,000.00). All travel, services, materials, shipping, and other expenses incurred by the Contractor, or any subcontractors, during the performance of this Contract are considered to be incorporated into the price.

**E.** This Contract is funded by one hundred percent (100%) earmarked funds made available through a surcharge on all commercial and private phone lines in Wyoming.

**F.** Payment shall be made upon the Contractor submitting an original signed invoice to the Agency no later than twenty-one (21) days after the close of each calendar month.

**G.** The Agency shall pay the Contractor's invoice within forty-five (45) days of the Agency's receipt and approval of the invoice.

**H.** No payment shall be made for services performed prior to the date upon which the last required signature is affixed to this Contract.

**I.** The Agency shall not compensate the Contractor for any costs incurred to start up or terminate the operations of the Wyoming Relay Service.

**J.** Prices negotiated under this contract may be renegotiated if the Federal Communications Commission mandates additional requirements and/or services for telecommunications relay service.

## **5. Responsibilities of Contractor**

**A.** Contractor shall provide the services stated in Exhibits A and C.

**B.** Unless otherwise provided in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent.

**C.** The Contractor shall initiate the Wyoming Relay Service on a statewide basis no later than August 1, 2004. Statewide implementation of the Wyoming Relay Service shall be achieved when the Contractor is able to receive and process calls from all parts of the State of Wyoming in the manner set forth in Exhibits A and C.

**D.** The Contractor shall retain management control of the relay service center(s).

**E.** Access to Wyoming Relay Service shall be toll-free for all Wyoming residents. The Wyoming Relay Service number designated for voice users is 1-800-877-9975; the Wyoming Relay Service number designated for Text Telephone (TTY) users is 1-800-877-9965; the Wyoming Relay Service number designated for VCO users is 1-877-877-1474; the Wyoming Relay Service number designated for Speech-to-Speech is 1-877-787-0503; the

Wyoming Relay Service number designated for Spanish Language Service is 1-800-829-2783. The Wyoming Relay Universal Resource Locator (URL) of [www.wyvrs.com](http://www.wyvrs.com) is for Video Relay Service. The current telephone numbers and URL to access Wyoming Relay Service, and any additional telephone access numbers and URLs provided during this contract term, shall remain the property of the State of Wyoming. Portability of these phone numbers is required, and the Contractor is responsible for placing the order to convert these numbers from the previous Contractor to the Contractor's relay center(s).

**F.** The Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to the delivery of services under this Contract. Such files shall be sufficient to properly determine the accuracy of the monthly service compensation invoice submitted to the Agency. These records shall be maintained according to generally accepted accounting principles, and shall be easily separable from other Contractor records.

**G.** At the conclusion of the term of this Contract, the Contractor agrees to cooperate with any new vendor for Wyoming Relay Service and to provide assistance to facilitate the transition of Wyoming Relay Service to the new vendor.

**H.** Customer Services as described in Exhibit A, Tab XII, Section 3.1.6, shall be accessible to Spanish language telecommunications relay users.

**I.** For each TTY-to-TTY call, the Agency shall only be billed up to the point in time where the Communication Assistant releases the call from the workstation.

**J.** The annual report referred to in Exhibit A, Tab XII, Section 1.9, shall summarize Contractor's Wyoming relay operations for each calendar year. The Contractor shall submit the annual report to the Agency on or before January 31<sup>st</sup> of each year during the term of this Contract.

**K.** The Contractor shall provide roaming services to telecommunications relay users. The Contractor shall not provide roaming services to CapTel users. Roaming is a service that allows a Wyoming relay user to originate and terminate a call in another state, using a Wyoming Relay access number.

**L.** The Contractor shall develop an annual bill insert for local exchange carriers or other public utilities to use in promoting the relay. The Contractor shall also develop camera-ready materials for use in telephone directories by telephone companies throughout Wyoming. The cost of these services shall be included in the price per minute charge.

**M.** The Contractor shall provide CapTel policy and procedure/training manual(s) to the Agency. If it is not possible for the Contractor to provide the above stated manuals, the Contractor shall provide a description of screening or testing procedures for CapTel operators, and an outline of the CapTel training curriculum. The Contractor shall also describe how CapTel transmission speed and accuracy is determined and the minimum standards for speed and accuracy. The Contractor shall also provide a description of emergency call handling

procedures for CapTel calls. The above information shall be provided within thirty (30) days of the execution of this Contract.

**6. Responsibilities of Agency.** Upon the Agency's receipt and approval of an invoice from the Contractor, the Agency shall pay the invoice within the normal accounts payable processing time, not to exceed forty-five (45) days.

**7. Special Provisions**

**A. Conflicting Documents.** To the extent, if any, that this Contract conflicts with Exhibits A, B, and C, this Contract shall take precedence and control.

**B. Limitation of Payments**

(i) The Agency's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of state or federal government funds which are allocated to pay the Contractor. If funds are not allocated and available for the Agency to pay the Contractor for these services, the Agency may terminate this Contract at the end of the period for which the funds are available.

(ii) The Agency shall notify the Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. In such event, the Agency shall pay the Contractor prior to said termination charges for service rendered up through the date of the last day of service. The Contractor shall not be entitled to any termination costs. No liability shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the Agency to terminate this Contract in order to acquire similar services from another party.

**C. Liquidated Damages**

(i) The parties acknowledge that in the event of a failure by the Contractor to meet the performance requirements listed in Exhibit A, damage shall be sustained by the Agency, and that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damages which the Agency will sustain in the event of and by reason of such failure, and the Contractor therefore agrees that it shall pay the Agency for such failures, at the sole discretion of the Agency, the amounts set forth below.

(ii) The sole purpose of liquidated damages is to assure adherence to the performance requirements in the Contract. No punitive intention is inherent. Written notification of each failure to meet a performance requirement shall be given by the Agency to the Contractor.

**(a) Service Start-Up**

**(1) Full Service Start Date.** The Contractor shall commence full Wyoming Relay Service operations on August 1, 2004, or upon Contract

execution. Liquidated damages are One Thousand Dollars (\$1,000.00) per day for each calendar day from the day of delay, up to a maximum of thirty (30) days. Should the Contractor be unable to complete the installation and/or be unable to absorb the Wyoming Relay Service call traffic at the end of the thirty (30) day period, the Agency may treat the Contract in default, terminate the Contract, and seek such additional relief as provided by law. The Contractor shall not be charged for liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

**(2) Relay Operator Policy, Procedures and Training Manual.** The Contractor shall provide the Agency with any and all current relay operator policy, procedures, and training manual(s) within thirty (30) calendar days after the execution of this Contract. Liquidated damages are Five Hundred Dollars (\$500.00) per day for each calendar day past the due date.

**(3) Relay Operator Proficiency Examination.** The Contractor shall provide the relay operator proficiency examination(s) to the Agency within thirty (30) calendar days after the execution of this Contract. Liquidated damages are Five Hundred Dollars (\$500.00) per day for each calendar day past the due date.

**(b) Operating Parameters**

**(1) Excessive Call Blockage.** The requirement is that no more than a daily average of one percent (1%) of the calls shall be blocked. A blocked call is defined as a call to Wyoming Relay receiving a busy signal. Liquidated damages shall be equivalent to Two Hundred and Fifty Dollars (\$250.00) per day for each day the blockage requirement is not met.

**(2) Excessive Time to Answer Calls.** Except during network failure, the requirement is that for each calendar day ninety percent (90%) of all calls shall be answered within ten (10) seconds, and the average answer speed shall be three and three-tenths (3.3) seconds or less. Abandoned calls shall be included in the speed-of-answer calculation. Liquidated damages for any days in which less than ninety percent (90%) of calls are answered within ten (10) seconds, or the average speed of answer is greater than three and three-tenths (3.3) seconds, shall be equivalent to Two Hundred and Fifty Dollars (\$250.00) per day.

**(3) Service Outage.** A service outage is defined as a complete failure of the telecommunications relay service equipment used to process telecommunications relay service calls. A complete failure occurs when the telecommunications relay service system is one hundred percent (100%) incapable of processing telecommunications relay service calls. Any service outage exceeding two (2) hours in length within a twenty-four (24) hour period shall subject the Contractor to liquidated damages of One Thousand Dollars (\$1,000.00) per day. The Contractor shall not be liable for calls that have not reached their network, and incidents which fall under Force Majeure as identified in the terms and conditions of the Contract.



**(c) Monthly Reports**

**(1)** The Contractor shall provide a monthly report to the Agency twenty-one (21) calendar days after the end of the month. Liquidated damages are Five Hundred Dollars (\$500.00) per day for each calendar day the reports are overdue.

**(iii)** Amounts due to the Agency as liquidated damages shall be offset against any monies due the Contractor pursuant to the Contract. The Agency shall notify the Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date the Agency deducts such sums from money payable to the Contractor. The total amount of liquidated damages cannot exceed the amount stated in Section 4.D of this Contract. Any liquidated damages that are assessed are in addition to, and not in limitation of, any other rights or remedies of the Agency.

**D. Monitor Activities**

**(i)** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections with reasonable notice to the Contractor, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.

**(ii)** The Agency may arrange for calls to test the accuracy of relayed communications or other factors relating to full and equal access without the permission of the Contractor and/or the relay operators involved. Such calls shall not be identified as test or monitoring calls.

**(iii)** All monitoring shall be performed in a manner that will not unduly interfere with provision of services by the Contractor hereunder. However, since Wyoming Relay Service is to be a 24-hours-a-day, 7-days-a-week service, the monitoring may occur at any time. Duly authorized representatives of the Agency shall have the right to make on-the-spot checks at any time without any notice. The Contractor shall make provisions to allow Agency representatives this capability.

**(iv)** The fact that such monitoring is undertaken shall in no way relieve or release the Contractor from its obligation to properly perform its duties in accordance with this Contract, nor from Contractor's full responsibility for damages or loss caused by the Contractor, its subcontractors, employees, or agents. The Agency shall not be required to request any changes based on any monitoring activities undertaken.

**E. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

**F. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 *et*

*seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975. The Contractor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance of this Contract. The Contractor shall include the provisions of this section in every subcontract awarded in excess of Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

**G. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency. Nothing in this paragraph prevents the Contractor from using generic marketing materials that do not reference the Agency as long as the Agency approves the use of said generic marketing materials in advance.

#### **H. Subcontracts**

(i) No work shall be subcontracted without the prior approval of the Agency. Upon the termination of any subcontract, the Agency shall be notified immediately.

(ii) The Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve the Contractor of the responsibility for competent and timely performance of all duties under this Contract. All agreements with subcontractors shall provide that the subcontractor's sole remedy for non-payment by Contractor under subcontracts shall be against Contractor, and not result in liens or claims of any sort against the Agency.

(iii) In the event of any subcontract hereunder to which the Agency has consented, each subcontract shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional consent of the Agency.

### **8. General Provisions**

**A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed, and signed by all parties to this Contract.

**B. Americans with Disabilities Act.** The Contractor shall not discriminate against a qualified individual with a disability, and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

**C. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties and the venue shall be the First Judicial District, Laramie County, Wyoming.

**D. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.

**E. Audit**

(i) The Agency, or its duly authorized representatives, shall have access to the monthly operational reports to assess the accuracy of the monthly service compensation invoice submitted to the Agency for reimbursement. The Contractor shall provide Call Detail Records so the Agency can assess the accuracy of the monthly service compensation invoice submitted to the Agency. The Contractor shall make available to the Agency, upon thirty (30) days notice, accounts, books, and records necessary to assess the accuracy of the monthly service compensation invoice.

(ii) Audits shall be at the Agency's expense, and may be performed at any reasonable time, but no more often than every six (6) months, during the term of this Contract, and for a period of three (3) years following the date of final payment under this Contract to assure compliance with its terms, and/or to evaluate the Contractor's performance hereunder. The Contractor shall keep and preserve all records relating to the Contract until the expiration of said time period.

(iii) Should any such audit establish noncompliance with this Contract, either in the manner in which call minutes are accounted for, or in that which are billed, which caused a monthly invoice to be overstated by ten percent (10%) or more, the Contractor shall promptly reimburse the Agency all costs of such audit. The Contractor shall also reimburse the Agency for any overstated amounts discovered by the audit.

**F. Award of Related Contracts.** The Agency may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other Contractors and the Agency in all such cases.

**G. Compliance with Law.** The Contractor shall keep informed of, and comply with, all applicable federal, state, and local laws and regulations in the performance of this Contract.

**H. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor until publicly released by the Agency, or until written permission is granted by the Agency for its release.

**I. Disputes/Remedies.** In seeking to resolve any dispute relating to this Contract, the Agency does not waive its sovereign immunity. Any dispute or claim arising out of

or relating to this Contract may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Contract.

**J. Entirety of Contract.** The following represents the entire and integrated Contract between the parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral:

- (i) This Contract, consisting of fifteen (15) pages;
- (ii) Exhibit A, the Contractor's Technical Proposal, consisting of three hundred sixty-eight (368) pages, and Attachments A through O:
  - (a) Attachment A, consisting of one (1) page;
  - (b) Attachment B, consisting of twenty-two (22) pages;
  - (c) Attachment C, consisting of twenty-nine (29) pages;
  - (d) Attachment D, consisting of ninety-one (91) pages;
  - (e) Attachment E, consisting of ninety-eight (98) pages;
  - (f) Attachment F, consisting of thirty-six (36) pages;
  - (g) Attachment G, consisting of fifteen (15) pages;
  - (h) Attachment H, consisting of four (4) pages;
  - (i) Attachment I, consisting of fifteen (15) pages;
  - (j) Attachment J, consisting of eleven (11) pages;
  - (k) Attachment K, consisting of eighty-six (86) pages;
  - (l) Attachment L, consisting of one hundred sixteen (116) pages;
  - (m) Attachment M, consisting of twenty-six (26) pages;
  - (n) Attachment N, consisting of seventy-three (73) pages; and
  - (o) Attachment O, consisting of eleven (11) pages;
- (iii) Exhibit B, the Contractor's Price Proposal consisting of thirteen (13) pages; and
- (iv) Exhibit C, Terms and Conditions of CapTel™ Service consisting of two (2) pages.

**K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyoming Statute § 9-13-101 *et seq.*), and any and all ethical standards governing the Contractor's profession.

**L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight

embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**M. Indemnification**

(i) The Contractor shall indemnify, defend and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of the Contractor's duties and obligations hereunder, or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

(ii) The above indemnification clause shall not be construed in any manner to hold the Contractor liable for the negligent acts or omissions of the Agency in connection with this Contract.

**N. Independent Contractor.** The Contractor shall function as an independent contractor for the purpose of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to State of Wyoming employees, will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

**O. Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Agency may, at its discretion, terminate this Contract without liability to the Agency, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing, and given to the parties at the address provided under this Contract, either by certified mail, overnight mail, or delivery in person.

**Q. Notice and Approval of Proposed Sale or Transfer of the Contractor.** The Contractor shall provide the Agency with the earliest possible advance notice of any

proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.

**R. Ownership of Documents/Work Product/Materials.** It is acknowledged by the parties that all of the sample materials contained in Exhibit A, all materials Contractor uses to explain its features to its customers, Contractor's Communication Assistant Procedures and Policy Manual, Contractor's training materials, Contractor's Employee Handbook, Contractor's performance monitoring program, Contractor's job descriptions, Contractor's customer service forms and reports, and Contractor's relay video, and any related copyrights are owned by the Contractor. Ownership and copyright of materials that are developed during the term of this Contract will also be the property of the Contractor except to the extent materials are specific to the Agency and not generic in content with those ordinarily used in Contractor's relay service business.

**S. Patent or Copyright Protection**

(i) The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction.

(ii) Nothing contained within this Contract shall be construed as a grant of any right, title, interest, or license, whether express or implied, with respect to any patent, copyright, trade name, trademark, service mark, trade secret, or other proprietary interest or intellectual property, now, or hereafter, owned, controlled, or licensable by any party.

**T. Prior Approval.** This Contract shall not be binding upon either party, no service shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Section, and approved by the Governor of the State of Wyoming or his designee if required by Wyoming Statute §9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverages and provided the corresponding certificates of insurance:

(i) Commercial General Liability Insurance. Contractor shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to, or destruction of, the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per claimant and One Million Dollars (\$1,000,000.00) per occurrence.

(ii) All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Agency.

(iii) Agency as Additional Insured. All insurance policies required by this Contract, except workers' compensation, shall name the Agency as an additional insured, and shall contain a waiver of subrogation against the Agency, its agents and employees. Contractor shall provide, upon request, a copy of an endorsement providing this coverage.

(iv) Agency's Right to Reject. The State reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an "Omit" rating in the A. M. Best insurance rating guide.

(v) Subcontractors. The insurance requirements set forth above apply to all subcontractors. It is the Contractor's responsibility to ensure that its subcontractors meet these insurance requirements. The Agency has the right to review the Certificates of any and all subcontractors used by the Contractor.

**V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns, pursuant to Wyoming Statute § 1-39-104(a) and all other state law.

**X. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and Social Security taxes, workers' compensation, unemployment insurance and sales taxes.

## **Y. Termination of Contract**

(i) This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

(ii) Termination of the Contract may be made by either party at any time, with or without cause, upon no less than ninety (90) days written notice by certified mail, overnight mail, telegram, or personal delivery of notice to the other party. This Contract shall remain in full force and effect until terminated as provided herein. In such event, the Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, the Agency shall pay the Contractor prior to said termination charges for services rendered

up through the date of last day of service. The Contractor shall not be entitled to any termination costs.

**Z. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

**AA. Time is of the Essence.** Time is of the essence in all provisions of the Contract; accordingly, all time limits shall be strictly construed and strictly enforced. The Contractor's failure to meet a deadline imposed hereunder shall be considered a material and significant breach of this Contract and shall entitle the Agency to any and all liquidated damages set forth in Section 7.C. Liquidated Damages.

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

INTENTIONALLY LEFT BLANK



**9. Signatures**

A. By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, and that they have the authority to sign it.

B. This Contract is not binding on either party until approved by the Department of Administration and Information's Procurement Section and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

C. The effective date of this Contract is the date of the signature last affixed to this page.

**AGENCY**

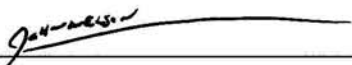
  
\_\_\_\_\_  
Keith J. McIntosh, Administrator  
Division of Vocational Rehabilitation

7-7-04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kathy C. Emmons, Director  
Department of Workforce Services


7-7-04  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
John A. Nelson 47-0181440  
Nedelco Vice President of Operations  
Hamilton Telephone Company d/b/a Hamilton Telecommunications

7-6-04  
\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Robert L. Lanter  
Senior Assistant Attorney General

7-7-2004  
\_\_\_\_\_  
Date

# EXHIBIT C

## TERMS AND CONDITIONS OF CAPTEL™ SERVICE

The following are the Terms and Conditions of the Contractor's provisioning of CapTel™ Service to the Agency. Contractor will subcontract for the service with Captioned Telephone, Inc. here in referred to as "CTI":

- (a) CapTel™ Service will be available 24 hours per day, 7 days per week, 365 days per year.
- (b) End Users of the CapTel™ Service will be able to place calls from within the State of Wyoming to any point in the world and from all points outside the State of Wyoming to any point within the State of Wyoming.
- (c) CapTel™ users will have the ability to access their chosen carrier of choice for intrastate or interstate interexchange carrier calls without regard to what CapTel™ phone they may call from to the same extent that the access is provided by traditional TRS.
- (d) CapTel™ relay users will have the ability to access standard operator services equal to those typically offered to voice telephone users including directory assistance services to the same extent that the access is provided by traditional TRS.
- (e) Contractor will provide all standard reports to the Agency for CapTel™ Service including:
  - The total number of calls, with a breakdown of calls initiated by CapTel™ users, as well as calls initiated by individuals calling CapTel™ users.
  - The total number of minutes of use, with a breakdown of the number of intrastate and interstate minutes.
  - The monthly call traffic data shall also include call blockage, average speed of answer, and service level data.
- (f) CapTel™ will meet the P.01 standard for blockage.
- (g) CapTel™ Service will answer 85 percent of all calls within 10 seconds including abandons.
- (h) CapTel™ Service will be able to accurately determine call jurisdiction information in order to ensure that CapTel™ users' extended community calling plans, optional calling plans and other special situations such as limits on directory assistance calls where applicable are billed correctly to the same extent provided by traditional relay service.
- (i) CapTel™ Customer Service will be staffed from 9:00 AM to 5:00 PM, Monday through Friday. The Contractor will report all complaints to the Agency monthly.
- (j) CapTel™ Service will be billed in conversation minutes rounded up to the nearest one hundredth of a minute.
- (k) CapTel™ relay users can utilize alternate billing arrangements; for example, collect, third number, person to person, calling card, credit card, and 900 number services.
- (l) CapTel™ Relay Service will be available in Spanish.

- (m) The CapTel™ Service will allow CapTel™ users to place all network call types commonly supported by TRS including: intrastate, interstate, toll free, 911, and pay per call services.
- (n) Calls Not Supported by CTI include Coin-sent calls, all Non-English language calls except Spanish, and any TRS call which is not a CapTel™ call including, but not limited to, VCO, HCO, STS, VRS, 2-line VCO, and TTY calls, or any other non- CapTel™ call.

CapTel™ Service CAs will adhere to the following minimum standards:

- The CapTel™ CA shall be trained to caption the words spoken by the hearing party as accurately as reasonably possible without intervening in the communications. The CA is permitted to provide background noise identification;
- The CapTel™ CA shall not maintain any records of conversation content and shall keep the existence and content of all calls confidential;
- The CapTel™ CA shall be required to meet the FCC standards for TRS minimum transcription speed;
- The CapTel™ CA shall not limit the length of a call and shall stay with the call for a minimum of ten minutes when answering and placing a call;
- The CapTel™ CA shall pass along a CapTel™ caller's ANI to the appropriate PSAP if the caller disconnects before being connected to emergency services;
- CapTel™ personnel will have the requisite experience, expertise, skills, education, knowledge and training to perform CapTel™ Services in a professional manner.

Other Terms and Conditions:

- The Agency, in cooperation with the Contractor, shall educate potential users of CapTel™ in Wyoming about CapTel™ service.
- The Agency shall purchase CapTel™ telephones through its equipment distribution program and distribute the CapTel™ telephones to eligible individuals. Purchase of the CapTel™ telephones will be through a third party and is not the responsibility of the Contractor.
- The Contractor will provide CapTel™ service to those relay consumers currently using CapTel™ (approximately 20 users) and will allow the Agency to add up to 10 new users per month.
- Pricing for one-line CapTel Service shall be as follows:
  - a. For the first 2 years of Service (August 1, 2004 to July 31, 2006) the price shall be \$1.45 per conversation minute.

**STATE OF WYOMING  
DEPARTMENT OF ADMINISTRATION AND INFORMATION  
PROCUREMENT SECTION  
122 WEST 25<sup>th</sup> STREET  
HERSCHLER BUILDING, 2<sup>nd</sup> FLOOR EAST  
CHEYENNE, WY 82002-0060**

**REQUEST FOR PROPOSAL  
NO. 0283-L**

**TELECOMMUNICATIONS RELAY SERVICE  
DIVISION OF VOCATIONAL REHABILITATION  
DEPARTMENT OF WORKFORCE SERVICES**

**OPENING DATE AND TIME  
May 21, 2004 ---- 2:00 p.m.**

**PURCHASING REPRESENTATIVE: DEAN JEFFRIES  
TELEPHONE NO. (307) 777-6718**

**DIVISION OF VOCATIONAL REHABILITATION  
REPRESENTATIVE: LORI CIELINSKI  
TELEPHONE NO. (800) 452-1408 V/TTY**

TABLE OF CONTENTS  
R.F.P. NO. 0283-L  
TELECOMMUNICATIONS RELAY SERVICE

	PAGES
I. ADMINISTRATIVE PROVISIONS	7 - 9
Submission of Proposals	7
Modifications or Withdrawal of Proposals	7
Preparation of Proposals	8
Award and Contract Information	8
II. GENERAL PROVISIONS	10 - 13
Independent Contractor	10
Indemnification	10
Compliance with Law	10
Taxes	10
Assignment/Contract Not Used as Collateral	11
Third Party Beneficiary Rights	11
Subcontracts	11
Termination of Contract	11
Account Representative	12
Responsiveness	12
Term of Contract and Required Approvals	12
Amendments	12
Audit	12
Kickbacks	13
Ownership of Documents/Work Product Materials	13
Confidentiality of Information	13
Sovereign Immunity	13
III. SPECIAL PROVISIONS	14-34
Purpose	14
Authority	14
Contract Duration	14
Schedule of Events	14
Contact Persons	15
Pre-Proposal Conference	15
Questions and Inquiries	15
Addenda to the RFP	16
Proposal Due Date	16
Duration of Proposal Offer	16
Right to Waive Minor Irregularities	17

Organization of Proposal	17
Transmittal Letter	17
Technical Proposal	18
Price Proposal	18
Award of Contract	18
Disclosure of Technical Proposal Content	18
Disclosure of Price Proposal Content	18
Proposal Material Ownership	19
Coordination with Other Contracts	19
Requesting Additional Information	19
Oral Presentations	19
Incurred Expenses	19
Proposer Qualifications	20
Change in Contractor Representatives	20
Cancellation	20
Compensation to the Selected Contractor	20
Disclaimer	20
Availability of Funds	21
Rejection of Proposals	21
Subcontractors	21
Conflict of Interest	21
Non-Collusion	22
News Release	22
Proposed Commencement Date	22
Payment	22
Liquidated Damages-Failure to Meet Performance Requirements	22
Liability Insurance	24
Patent or Copyright Protection	25
Fines by Federal Communications Commission	25
RFP Terminology and Abbreviations	25
 IV. BACKGROUND	 35-38
Wyoming Relay 2003 Statistics	37
Statement of Needs	37
 V. BUSINESS EXPERIENCE	 39-41
Proposer Background Information	39
Pertinent Experience & References	39
Financial Resources	39
Project Staffing	40
Test Calls	41
 VI. MANDATORY SPECIFICATIONS	 42
Mandatory Specifications	42
Mandatory Sub-sections	42
Exceptions	42

VII.	GENERAL REQUIREMENTS	43-50
	Scope of Service	43
	Announcement of Call Type and Explanation of Service	44
	Call Types Required	44
	Call Type Communication	45
	Spanish Relay Service	45
	Internet Protocol (IP) Relay Service	45
	Video Relay Service	46
	Handling of 7-1-1 Calls	46
	Access to 900 or Any Pay-Per-Call Numbers	47
	Wireless Calls	47
	Regionally Directed Toll-Free Numbers	47
	Restricted Numbers	47
	Inbound International Relay Calls	48
	Carrier of Choice Access	48
	Operator Services Including Directory Assistance	48
	Permanent Call Type Identification	48
	Customer Preference Database	49
	Alternate Transmission Speed (Visually Impaired Users)	49
	FCC Regulations	50
	Quality Assurance	50
VIII.	SYSTEM STANDARDS	51-58
	System Standards	51
	Providing Qualified Staff	51
	Disability Awareness	51
	Location of TRS Center(s)	52
	Security	52
	Workspace Accommodations (Call Privacy and Confidentiality)	52
	Quiet Environment for STS	53
	Transmission Circuits	53
	Compatibility	53
	Outbound Volume Control	53
	Auto-Switchable Modems	54
	Latest Technology Including SS7	54
	Switching System	54
	Uninterruptible Power System	55
	Technology Upgrades	55
	Service Expansion	55
	Call Type Determination	55
	Open Line for STS Calls	56
	Macros	56
	Automatic Spell Check and Auto-Correction	56
	Automatic Change of TTY Abbreviations Upon Request	56
	Use of Automatic Number Identification (ANI)	56

	Disaster Recovery Plan	57
	Recorded Announcements for System Failures	57
	Blockage Rate	57
	Average Speed of Answer (ASA)	58
	Courtesy Intercept Message	58
IX.	BILLING & CALL RECORDS STANDARDS	59-62
	Billing Standards/Access	59
	Coin Sent Paid	59
	Charges for Local Calls	60
	Extended Area Service (EAS)	60
	Charges for Calls Made to a Recorded or Interactive Message	60
	Ask for Carrier of Choice	60
	Carrier of Choice Not Available	60
	Carrier of Choice Available	60
	Multiple Calls Using Calling Cards and Phone Debit Cards	60
	Credit Authorization Denied	61
	Interstate and International Cost Reimbursement	61
	Inbound International Calls	61
	Inbound Domestic Calls	61
	Cellular Flat Rate Calling Plans	61
	Other Wireless Flat Rate Plans	61
	Sent-Paid Calls	61
	System Billing Process	61
	Billing Account Codes	62
	Caller-Provided Information	62
	Invoicing/Billing Record	62
	Toll-Free Calls	62
X.	OPERATOR STANDARDS	63-74
	Relay Operator Qualifications	63
	VRS Interpreters/Operators	64
	Supervisory Personnel	64
	Relay Operator Training	64
	Relay Operator Proficiency Test	65
	Additional Testing for STS Operators	65
	Relay Operator Monitoring	66
	Procedures for Relaying Communications	66
	Answering Machine Procedures	70
	Operator Policy and Procedure/Training Manuals	71
	Obscenity Directed to the Relay Operator	71
	Emergency Call Procedure	72
	Caller-Provided Information	72
	Relay Operator Counseling	73
	Confidentiality	73
	Privacy	74



XI.	INVOICING & REPORTING STANDARDS	75-80
	Records Maintenance	75
	Invoice	75
	Outreach Invoice	77
	Monthly Reports Including Traffic Reports	78
XII.	OUTREACH/CUSTOMER RESPONSIVENESS	81-84
	Account Manager	81
	Outreach and Advertising	82
	Complaint Resolution	83
XIII.	SERVICE IMPLEMENTATION	85
XIV.	DESIRABLES	86-87
	Desirable Specifications	86
	Automatic Call Forward to the Relay Center	86
	Automatic Input of Terminating Number by Customer	86
	Conference Calling with Real-Time Captioning	86
	Enhanced VCO Calls	86
	Spanish-to-English Relay Service	87
	Three-Way Calling	87
	Talking Return Call	87
XV.	EVALUATION CRITERIA AND PROCEDURES	88-90
	Introduction	88
	Compliance with Administrative Requirements	88
	Proposal Evaluation Criteria	88
	Price Evaluation	89
	Price Evaluation Method	89
	Final Score	89
	APPENDIX A: PRICE PROPOSAL SHEET	91
	APPENDIX B: SAMPLE CONTRACT	95
	APPENDIX C: WYOMING RELAY STATUTES	110
	APPENDIX D: HISTORICAL CALL DATA 2003	117
	APPENDIX E: NPA/NXX REPORT	119
	APPENDIX F: PROPOSAL QUESTIONNAIRE	132
	QUESTIONS AND ANSWERS & ADDENDUM I	134

## **I. ADMINISTRATIVE PROVISIONS**

### **1. SUBMISSION OF PROPOSALS**

Sealed Proposals (one (1) original, labeled “original” and nine (9) copies, labeled “copy,” of the technical proposal, with one (1) electronic copy of the technical proposal on diskette(s) or CD(s) in an IBM compatible format using Microsoft Word or compatible software enclosed, and one (1) original, labeled “original” and one (1) copy, labeled “copy,” of the Proposal Price Sheet) will be received for providing Telecommunications Relay Service FOR THE STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES, DIVISION OF VOCATIONAL REHABILITATION, by the Wyoming Department of Administration and Information, Procurement Section, 122 West 25<sup>th</sup> Street, Herschler Building, 2<sup>nd</sup> Floor East, Cheyenne, Wyoming 82002 until May 21, 2004, 2:00 p.m., at which time they will be publicly opened.

**NOTE: Packages not containing the required number of copies will be rejected.**

- 1.1 No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm.
- 1.2 Proposals must be received in the office of the Procurement Section on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3 Proposal information is restricted and not publicly available until after the award of the Contract by the Procurement Section.
- 1.4 All sealed proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes, or packages:

Name of Proposer  
Street or P.O. Box Number  
City, State, Zip Code  
Due Date: May 21, 2004  
Technical or Price Proposal  
RFP Number : 0283-L

### **2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

- 2.1 A proposal that is in the possession of the Procurement Section may be altered by telegram or letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. A telegram should not reveal the Proposal pricing but should indicate the addition, subtraction, or other change. FAX, telephone, or verbal alterations will not be accepted.

Wyoming Telecommunications Relay Service  
Division of Vocational Rehabilitation  
Request for Proposal No. 0283-L  
B-Page 7 of 154

- 2.2 A proposal that is in the possession of the Procurement Section may be withdrawn by the proposer up to the time of the opening. Failure of the successful proposer to furnish the service awarded as a result of this advertisement shall eliminate the proposer from the active proposers list for a period of time as determined by the Procurement Section.

3. PREPARATION OF PROPOSALS

- 3.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for Proposal.
- 3.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 3.3 Proposers are expected to examine special provisions, specifications, schedules, and instructions included in this Request. Failure to do so will be at the proposer's risk.
- 3.4 Failure to respond (submission of proposal, or submission of Proposal Questionnaire by May 21, 2004) to Request for Proposals will be understood by the State to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

4. AWARD AND CONTRACT INFORMATION

- 4.1 The State of Wyoming hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.
- 4.2 The proposer also agrees that should this firm be awarded the Contract that the firm will not discriminate against any person who performs work thereunder because of age, race, color, sex, creed, national origin, or disability.
- 4.3 The proposer expressly warrants to the State that it has the ability and expertise to perform its responsibilities hereunder, and in doing so shall use the highest standards of professional workmanship.
- 4.4 The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the Contract in whole or in part, if deemed to be in the best interest of the State to do so. The Department of Administration and Information Procurement Section will award this Contract to the firm determined, by the Wyoming Department of Workforce Services, Division of Vocational Rehabilitation, to be the most responsive and responsible offer based on criteria specified herein.
- 4.5 This Request for Proposal shall become part of the Contract, and will be in effect for the duration of the Contract period.

- 4.6 The successful proposer will be required to enter into and sign a formal Contract with the State, with reasonable adjustments acceptable to the State. The agreement will become a part of the Contract and will be in effect for the duration of the Contract period. The Contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- 4.7 The successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 et. seq.).

DATED THIS TWENTY-SECOND DAY OF MARCH, 2004.

STATE OF WYOMING

Mac Landen, Manager  
Procurement Section  
Assigned Buyer: Dean Jeffries

## **II. GENERAL PROVISIONS**

### **1. INDEPENDENT CONTRACTOR**

- 1.1 The Contractor shall function as an independent Contractor for the purposes of the Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of the Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

### **2. INDEMNIFICATION**

- 2.1 The Contractor shall indemnify, defend, and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of the Contractor's duties and obligations hereunder, or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.
- 2.2 The above indemnification clause shall not be construed in any manner to hold the Contractor liable for the negligent acts or omissions of the Agency in connection with the Contract.

### **3. COMPLIANCE WITH LAW**

- 3.1 The Contractor shall keep informed of, and comply with, all applicable federal, state, and local laws and regulations in the performance of the Contract.

### **4. TAXES**

- 4.1 The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and Social Security taxes, workers' compensation, unemployment insurance, and sales taxes.

5. ASSIGNMENT/CONTRACT NOT USED AS COLLATERAL

- 5.1 Neither party shall assign or otherwise transfer any of the rights nor delegate any of the duties set forth in the Contract without the prior written consent of the other party. The Contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.

6. THIRD PARTY BENEFICIARY RIGHTS

- 6.1 The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in the Contract shall operate only between the parties to the Contract, and shall inure solely to the benefit of the parties to the Contract. The provisions of the Contract are intended only to assist the parties in determining and performing their obligations under the Contract. The parties to the Contract intend and expressly agree that only parties signatory to the Contract shall have any legal or equitable right to seek to enforce the Contract, to seek any remedy arising out of a party's performance, or failure to perform any term or condition of the Contract, or to bring an action for the breach of the Contract.

7. SUBCONTRACTS

- 7.1 No work shall be subcontracted without the prior approval of the Agency. Upon the termination of any subcontract, the Agency shall be notified immediately.
- 7.2 The Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve the Contractor of the responsibility for competent and timely performance of all duties under the Contract. All agreements with subcontractors shall provide that the subcontractor's sole remedy for non-payment by the Contractor under subcontracts shall be against the Contractor, and not result in liens or claims of any sort against the Agency.
- 7.3 In the event of any subcontract hereunder to which the Agency has consented, each subcontract shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional consent of the Agency.

8. TERMINATION OF CONTRACT

- 8.1 The Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- 8.2 Termination of the Contract may be made by either party at any time, with or without cause, upon no less than ninety (90) days written notice by certified mail, overnight mail, telegram, or personal delivery of notice to the other parties. The Contract shall remain in full force and effect until terminated as provided herein. In such event, the Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In

such event, the Agency shall pay the Contractor prior to said termination charges for service rendered up through the date of last day of service. The Contractor shall not be entitled to any termination costs.

9. ACCOUNT REPRESENTATIVE

9.1 The Contractor shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to ensure that the account will be administered in an organized systematic manner.

10. RESPONSIVENESS

10.1 Proposers are expected to examine specifications, schedules, and instructions included in this package. Failure to do so will be at the proposer's risk.

11. TERM OF CONTRACT AND REQUIRED APPROVALS

11.1 The Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from August 1, 2004 through July 31, 2006. All services shall be completed during this term.

11.2 The Contract may be renewed under the same terms and conditions, with the exception of any new purchased features, by agreement of both parties in writing, and subject to the required approval, for a period not to exceed one additional year, and said option to extend the Contract for a one-year period shall be in effect for each year thereafter for a total period not to exceed four additional years. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agency.

11.3 By law, contracts for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Section, Wyoming Statute §9-1-403 (b)(v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyoming Statute §9-2-1016(b)(iv)(D).

12. AMENDMENTS

12.1 Any changes, modifications, revisions or amendments to the Contract which are mutually agreed upon by the parties to the Contract shall be incorporated by written instrument, executed, and signed by all parties to the Contract.

13. AUDIT

13.1 The Agency, or its duly authorized representatives, shall have access to the monthly operational reports to assess the accuracy of the monthly service compensation invoice submitted to the Agency for reimbursement. The Contractor shall provide Call Detail

Records so that the Agency can assess the accuracy of the monthly service compensation invoice submitted to the Agency. The Contractor shall make available to the Agency, upon thirty (30) days notice, accounts, books, and records necessary to assess the accuracy of the monthly service compensation invoice.

13.2 Audits shall be at the Agency's expense, and may be performed at any reasonable time, but no more often than every six (6) months, during the term of this Contract, and for a period of three (3) years following the date of final payment under this Contract to assure compliance with its terms and/or to evaluate the Contractor's performance hereunder. The Contractor shall keep and preserve all records relating to the Contract until the expiration of said time period.

13.3 Should any such audit establish noncompliance with this Contract, either in the manner in which call minutes are accounted for or in that which are billed, which caused a monthly invoice to be overstated by ten percent (10%) or more, the Contractor shall promptly reimburse the Agency all costs of such audit. The Contractor shall also reimburse the Agency for any overstated amounts discovered by the audit.

14. KICKBACKS

14.1 The Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees have been paid in connection with the Contract, nor were any fees, commissions, gifts, or other considerations promised contingent upon the award of the Contract. If the Contractor breaches or violates this warranty, the Agency may, at its discretion, terminate the Contract without liability to the Agency, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

15. OWNERSHIP OF DOCUMENTS/WORK PRODUCT/MATERIALS

15.1 All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of the Contract are at all times the property of the Agency.

16. CONFIDENTIALITY OF INFORMATION

16.1 All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of the Contract shall be kept confidential by the Contractor until publicly released by the Agency or until written permission is granted by the Agency for its release.

17. SOVEREIGN IMMUNITY

17.1 The State of Wyoming and the Agency do not waive sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute §1-39-104(a) and all other state law.



### **III. SPECIAL PROVISIONS**

#### **1. PURPOSE**

- 1.1 This Request for Proposal (RFP) provides interested proposers with the information necessary to prepare and submit proposals to the Department of Workforce Services, Division of Vocational Rehabilitation, for the provision of a full service, confidential, statewide, 24-hours-per-day, 7 days-per-week, state-of-the-art, functionally equivalent telecommunications relay service (TRS), which satisfies or exceeds the minimum specifications which are included herein, as well as any current or future standards established by the Americans with Disabilities Act (ADA) and the Federal Communications Commission (FCC).
- 1.2 The Contractor shall furnish all financial, technical, and human resource elements to provide telecommunications relay service for the citizens of Wyoming as specified in this RFP. The performance specifications included in this RFP should be considered as basic requirements with no intent to constrain proposer creativity. The goal is a high quality, technologically advanced telecommunications service that is cost beneficial, and provides equal and universal access to all phases of public telephone service to individuals who are deaf, deaf/blind, hard of hearing, speech impaired, and to the standard phone users communicating with those populations.

#### **2. AUTHORITY**

- 2.1 This RFP is issued by the Division of Vocational Rehabilitation (DVR) pursuant to its responsibilities under W.S. §16-9-201 through 16-9-210.

#### **3. CONTRACT DURATION**

- 3.1 The term of the Contract is from August 1, 2004 through July 31, 2006. The Contract duration will be for two (2) years. The Contract may be renewed under the same terms and conditions with the exception of any new purchased features, by agreement of both parties in writing and subject to the required approval for a period not to exceed one additional year, and said option to extend this Contract for a one (1) year period shall be in effect for each year thereafter for a total period not to exceed four (4) additional years. There is no right or expectation of renewal.

#### **4. SCHEDULE OF EVENTS**

- 4.1 The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all proposers who received the RFP.

Release of RFP.....March 22, 2004  
 Deadline for Receipt of Questions.....4:00 p.m. MST, April 16, 2004  
 Written Responses to Questions Released.....April 23, 2004  
 Proposal Due Date.....2:00 p.m. MST, May 21, 2004  
 Anticipated Selection of Contractor.....June 11, 2004  
 Implementation Date.....August 1, 2004

5. CONTACT PERSONS

- 5.1 Questions or inquiries regarding this Request for Proposal (RFP) must be directed to one of the contacts listed below:

Lori Cielinski  
 Division of Vocational Rehabilitation  
 851 Werner Court, Suite 120  
 Casper, WY 82601  
 (800) 452-1408 Voice/TTY  
 Fax: (307) 472-5601  
 Email: [lcieli@state.wy.us](mailto:lcieli@state.wy.us)

Dean Jeffries  
 Procurement Section  
 122 West 25<sup>th</sup> St.  
 Herschler Building, 2<sup>nd</sup> Floor East  
 Cheyenne, WY 82002  
 (307) 777-6718 Voice  
 Fax: (307) 777-5852

- 5.2 An electronic copy of the Request for Proposal (RFP) is available on request from the Procurement Section contact person.
- 5.3 The Department of Administration and Information and the Division of Vocational Rehabilitation are committed to ensuring that proposers and members of the public with disabilities are given an equally effective opportunity to participate in and benefit from the State's programs and services. Alternative formats of this RFP, sign language interpreters, and other reasonable accommodations for individuals with disabilities, will be provided upon request. Please inform one of the contact persons of any requested accommodations.

6. PRE-PROPOSAL CONFERENCE

- 6.1 No pre-proposal conference will be held.

7. QUESTIONS AND INQUIRIES

- 7.1 It is the proposer's responsibility to inquire about and clarify any requirements of this RFP that are not clearly understood. Any questions regarding the requirements or technical criteria set forth in this RFP should be directed to one of the contact persons. All questions must be in writing and shall refer to the appropriate page and paragraph (if applicable). The cover/envelope must be labeled with the RFP number and be marked as questions or inquiries. Additionally all questions must be submitted no later than 4:00 p.m. MST on April 16, 2004. At the discretion of the Department of Administration and Information and the Division of Vocational Rehabilitation, substantive questions and corresponding responses will be distributed on or before April 23, 2004 to all persons

who received a copy of the RFP and all persons who submitted questions. Answers provided by the Department of Administration and Information and the Division of Vocational Rehabilitation will be incorporated into and made part of this RFP.

- 7.2 The State requests that the Proposal Questionnaire form (Appendix E) be filled out if a proposal will not be submitted, or if there are any terms that either preclude proposers from responding to the RFP or add unnecessary cost. The State requests that the Proposal Questionnaire be submitted by the deadline for receipt of written inquiries.
- 7.3 All communications and submissions regarding this RFP should reference the RFP number.

8. ADDENDA TO THE RFP

- 8.1 In the event that it becomes necessary to revise any part of this RFP, a written addendum will be provided to each proposer that received a copy of the initial RFP.

9. PROPOSAL DUE DATE

- 9.1 Proposals must be organized in two parts – technical and price. One (1) original, labeled “original,” and nine (9) copies, labeled “copy,” of the technical proposal with one (1) electronic copy of the technical proposal on diskette(s) or CD(s) in an IBM compatible format using Microsoft Word or compatible software, and one (1) original, labeled “original,” and one (1) copy, labeled “copy,” of the price proposal need to be submitted in separate, sealed envelopes, clearly labeled with the RFP Number and as either the technical or the price proposal. The proposals are to be received by the Procurement Section of the Department of Administration and Information, 122 West 25<sup>th</sup> Street, Herschler Building, 2<sup>nd</sup> Floor East, Cheyenne, WY 82002, no later than 2:00 p.m. on May 21, 2004.
- 9.2 The Department of Administration and Information will release a public announcement on the proposals at 2:00 p.m. on the proposal due date at the Procurement Section office, 122 West 25<sup>th</sup> Street, Herschler Building, 2<sup>nd</sup> Floor East, Cheyenne, Wyoming. The public announcement will disclose only the name of all proposers who have submitted a proposal.

10. DURATION OF PROPOSAL OFFER

- 10.1 Price proposals are irrevocable for 120 days following the due date for submission of proposals. The purchasing representative may, however, request proposers to extend the time during which the State may accept their proposals. Once a proposal is accepted, all prices, terms, and conditions shall remain unchanged throughout the Contract period, unless the Contract is otherwise amended.

11. RIGHT TO WAIVE MINOR IRREGULARITIES

- 11.1 The Division of Vocational Rehabilitation's Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements, and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

12. ORGANIZATION OF PROPOSAL

- 12.1 All proposals shall be submitted on 8½ X 11 inch paper, typewritten with a minimum font size of 11. All pages of both the technical and price proposals shall be consecutively numbered from beginning to end. Proposals shall be bound securely with tabs delineating each section. The original Proposal Price Sheet shall be signed in ink by an authorized representative or authorized officer of the company.
- 12.2 Two separate proposals, Technical and Price, are to be submitted simultaneously by each proposer to the Procurement Section office. Proposals are to be submitted in separate, sealed envelopes. An original and nine (9) copies of the technical proposal and an original and one (1) copy of the price proposal are to be submitted. The original copy should note that it is the original and copies should be marked accordingly. The outside of the envelopes must bear the name of the firm, the RFP number, and the closing date for the proposal.
- 12.3 All technical data, brochures and supporting materials will follow the last section of the proposer's response. Strict adherence to the format stated in the RFP is necessary in order to permit the effective evaluation of proposals. Proposals must be organized following the RFP headings and subheadings. Each heading and subheading should be clearly marked. Proposals which do not follow the format of this RFP may be deemed unacceptable.
- 12.4 All materials submitted in response to this RFP will become the property of the State of Wyoming, Division of Vocational Rehabilitation.

13. TRANSMITTAL LETTER

- 13.1 A transmittal letter prepared on the proposer's business stationery should accompany the technical proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal. The transmittal letter must bear the name of the firm, the RFP number, and the closing date for the proposal. The letter shall state that the proposal remains valid for at least one hundred and twenty (120) days subsequent to the proposal due date and thereafter in accordance with any resulting contract. Do not include price information in this letter.

14. TECHNICAL PROPOSAL

- 14.1 The technical proposal should be page-numbered and prepared in a clear and concise manner. It should address all parts and subparts of this RFP except for the Price Proposal Sheet which contains the unit price proposal and the desirable features price proposal. No pricing information shall be included in the Technical Proposal. The proposal shall contain a table of contents.
- 14.2 Proposals must be prepared in the same sequence as the RFP. Proposals must address each separate item therein. Proposers must clearly state whether they will comply with each individual requirement of the RFP and must elaborate on each statement whenever appropriate or whenever the RFP asks for a description, discussion, indication, identification, or elaboration. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP.
- 14.3 If product literature and other publications are included, and intended to supplement the response to RFP requirements, reference to the document name and section or page number, if applicable, must be included in the technical proposal.

15. PRICE PROPOSAL

- 15.1 The Price Proposal Sheet with instructions is included in this RFP as Appendix A. Prices must be firm. No estimates or contingencies are allowed.

16. AWARD OF CONTRACT

- 16.1 The Contract shall be awarded at the discretion of the Division of Vocational Rehabilitation to the proposer who will most competently provide telecommunications relay service which complies with the requirements of this RFP, as well as with state and federal statutes, guidelines, and regulations, and which best meets the needs of the communication-impaired citizens of Wyoming, as well as the public at large, and is cost effective.

17. DISCLOSURE OF TECHNICAL PROPOSAL CONTENT

- 17.1 Trade secrets, or other proprietary information that is legally recognized as such, and which is protected by law, shall be withheld, if clearly identified as such, and marked on each page they are discussed in the proposal. It is expected that only a limited number of pages will be marked proprietary. Price information will not be considered proprietary.

18. DISCLOSURE OF PRICE PROPOSAL CONTENT

- 18.1 Prices in the Price Proposal are not considered to be proprietary and will be placed in the public domain.

19. PROPOSAL MATERIAL OWNERSHIP

- 19.1 All material submitted in response to the RFP becomes the property of the Division of Vocational Rehabilitation. The Division of Vocational Rehabilitation reserves the right to use any or all information/material presented in reply to this RFP. Additionally, the Division of Vocational Rehabilitation reserves the right to destroy any information. Disqualification of the proposer does not eliminate this right.

20. COORDINATION WITH OTHER CONTRACTS

- 20.1 The Division of Vocational Rehabilitation reserves the right to undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall afford other contractors reasonable opportunity for the execution of their work, and shall properly cooperate and coordinate his/her work with the other contractors' work.
- 20.2 If any part of the Contractor's work depends on the proper execution or the results of the work of any other contractor, the Contractor shall inspect and promptly report to the contact person any defects in such work that render it unsuitable for such proper execution of the Contractor's obligation under this Contract. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's work.

21. REQUESTING ADDITIONAL INFORMATION

- 21.1 The Division of Vocational Rehabilitation reserves the right to request additional written data, information, oral discussions, or presentation to support any written proposal or to clarify any aspect of any proposal.

22. ORAL PRESENTATIONS

- 22.1 Proposers may be required to make an oral presentation of their proposal or to make their facilities available for a site inspection by Division of Vocational Rehabilitation representative(s). Any clarification to a proposal response resulting from these sessions shall also be put into writing, and will be incorporated into the proposal response. The Division of Vocational Rehabilitation will schedule the time and location of these presentations, and will give two (2) weeks advance notice to the proposers. Oral presentations are at the option of the Division of Vocational Rehabilitation and may or may not be conducted.

23. INCURRED EXPENSES

- 23.1 The Division of Vocational Rehabilitation will not make payments to cover costs incurred by any provider in the preparation of, or the submission of, this RFP, or any other associated costs, including any lump sum for start-up expenses.

24. PROPOSER QUALIFICATIONS

24.1 The Division of Vocational Rehabilitation may make such investigations as deemed necessary to determine the ability of the proposer to perform the services specified. The Division of Vocational Rehabilitation reserves the right to reject any proposal if the evidence submitted by, or the investigation of, the proposer fails to satisfy the Division of Vocational Rehabilitation that the proposer is properly qualified to carry out the obligations of the Contract.

25. CHANGE IN CONTRACTOR REPRESENTATIVES

25.1 The State reserves the right to require a change in Contractor representative(s) if the assigned representative(s) is/are not, in the opinion of the State, meeting its needs adequately.

26. CANCELLATION

26.1 The State reserves the right to cancel, without penalty, this RFP, the resultant Contract or any portion thereof for unsatisfactory performance or unavailability of funds.

27. COMPENSATION TO THE SELECTED CONTRACTOR

27.1 The Contractor shall be compensated for providing services delineated in this RFP at the prices, terms, and conditions established in the Contract with the Division of Vocational Rehabilitation. Payments under the Contract will be made on a monthly basis after approval by the Division of Vocational Rehabilitation.

27.2 Funding for Wyoming Telecommunications Relay Service is provided by 100% earmarked funds made available through a surcharge on all commercial and private telephone access lines in Wyoming.

27.3 Prices for the mandatory part of the services, with the exception of outreach and advertising, shall be usage sensitive, and shall be calculated on a per-minute-of-use basis. Compensation shall be based on the basis of a Billable Session Minute.

28. DISCLAIMER

28.1 All statistical and fiscal information contained in this RFP and its appendices, including amendments and modifications thereto, reflect the best and most accurate information available to the Division of Vocational Rehabilitation at the time of this RFP preparation. No inaccuracies in such data will constitute a basis for change of the payments to the Contractor or a basis for legal recovery of damages, whether actual, consequential or punitive.

28.2 Descriptions included in service specifications are not intended to limit any proposer's offering to specific trade names for services or equipment.

29. AVAILABILITY OF FUNDS

29.1 Financial obligations of the Division of Vocational Rehabilitation are contingent upon the continuation of its regulatory and/or legislative funding mechanisms. In the event that the funding level for the Telecommunications Relay Fund is reduced, or funding is not approved, the Division of Vocational Rehabilitation reserves the right to discontinue any optional items originally purchased, or to adjust mandatory service specifications in order to reduce costs. In the event funding is not extended, any contract resulting from this RFP will become null and void, without penalty to the Division of Vocational Rehabilitation.

30. REJECTION OF PROPOSALS

30.1 The Agency reserves the right to reject any and all proposals made pursuant to this RFP, if such action would be in the interest of the State. The Agency reserves the right to accept other than the lowest offer.

30.2 There is no assurance, expressed or implied, that an award will necessarily be made pursuant to this RFP. This RFP shall not give any right to any proposer for any indemnification claims.

31. SUBCONTRACTORS

31.1 Planned use of subcontractors will be clearly explained in the proposal, including terms of any subcontracts. The prime Contractor will be responsible for Contract performance. The State reserves the right to approve all subcontractors.

31.2 The Contractor shall be responsible to the Division of Vocational Rehabilitation for the acts and omissions of all subcontractors and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP, shall create any contractual relationship between any subcontractor and the Division of Vocational Rehabilitation.

32. CONFLICT OF INTEREST

32.1 The Contractor shall not enter into any partnership, agreement, or contract, or engage in full-time or part-time employment with any member, individual, or organization of the Wyoming Telecommunications Relay Service Advisory Committee, or Wyoming Division of Vocational Rehabilitation, or any other individual who could be construed as having a conflict of interest for the provision of any Wyoming Relay service during the period of this Contract. The Contractor will inform the Division of Vocational Rehabilitation of any such relationships that develop during the term of the Contract.



33. NON-COLLUSION

33.1 The proposer affirms that the proposal price has been arrived at independently, without collusion, consultation, or communication as to any other proposer, or with any competitor; that said proposal price was not disclosed by the proposer, and was not knowingly discussed prior to submission, directly or indirectly, with any other proposer or with any competitor; and no attempt was made by the proposer to induce any other person, partnership, or corporation to submit a proposal for the purpose of restricting competition.

34. NEWS RELEASE

34.1 News releases or other materials made available to the public, proposer's clients or potential clients pertaining to this procurement shall not be made without the prior written approval of the contact persons for the Procurement Section or the Division of Vocational Rehabilitation. The Contractor must agree not to refer to the Contract award in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Wyoming.

35. PROPOSED COMMENCEMENT DATE

35.1 The proposed commencement date for the service is August 1, 2004. The Contractor must not commence any work which could be billed until a valid contract has been executed. The State will not pay for any work by the Contractor prior to the execution of the Contract.

36. PAYMENT

36.1 After the close of each month, the Contractor will submit an invoice to the Division of Vocational Rehabilitation for the previous month's work. The accounting period used to prepare monthly invoices will be the calendar month. Reimbursement for Telecommunications Relay Services will not exceed the unit prices submitted to and accepted by the Division of Vocational Rehabilitation.

37. LIQUIDATED DAMAGES-FAILURE TO MEET PERFORMANCE REQUIREMENTS

37.1 The parties acknowledge that in the event of a failure by the Contractor to meet the performance requirements damage shall be sustained by the Agency, and that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damages which the Agency will sustain in the event of and by reason of such failure, and the Contractor therefore agrees that it shall pay the Agency for such failures, at the sole discretion of the Agency, the amounts set forth below.

37.2 The sole purpose of liquidated damages is to assure adherence to the performance requirements in the Contract. No punitive intention is inherent. Written notification of

each failure to meet a performance requirement shall be given by the Agency to the Contractor.

- 37.3 Amounts due to the Agency as liquidated damages shall be offset against any monies due the Contractor pursuant to the Contract. The Agency shall notify the Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date the Agency deducts such sums from money payable to the Contractor. The total amount of liquidated damages cannot exceed the limits of the Contract. Any liquidated damages that are assessed are in addition to and not in limitation of any other rights or remedies of the Agency.

37.4 Service Start-Up

37.4.1 Full Service Start Date. The Contractor shall commence full Wyoming Relay Service operations on August 1, 2004, or upon Contract execution. Liquidated damages are one thousand dollars (\$1,000.00) per day for each calendar day from the day of delay, up to a maximum of thirty (30) days. Should the Contractor be unable to complete the installation, and/or be unable to absorb the Wyoming Relay Service call traffic at the end of the thirty (30) day period, the Agency may treat the Contract in default, terminate the Contract, and seek such additional relief as provided by law. The Contractor shall not be charged for liquidated damages when the delay arises out of causes beyond the control, and without the fault or negligence, of the Contractor.

37.4.2 Relay Operator Policy, Procedures and Training Manual. The Contractor shall provide the Agency with any and all current Relay Operator Policy, Procedures and Training Manual(s) within thirty (30) calendar days after the execution of this Contract. Liquidated damages are five hundred dollars (\$500.00) per day for each calendar day past the due date.

37.4.3 Relay Operator Proficiency Examination. The Contractor shall provide the Relay Operator Proficiency Examination to the Agency within thirty (30) calendar days after the execution of this Contract. Liquidated damages are five hundred dollars (\$500.00) per day for each calendar day past the due date.

37.5 Operating Parameters

37.5.1 Excessive Call Blockage. The requirement is that no more than a daily average of one percent (1%) of the calls shall be blocked. A blocked call is defined as a call to Wyoming Relay receiving a busy signal. Liquidated damages shall be equivalent to two hundred and fifty dollars (\$250.00) per day for each day the blockage requirement is not met.

37.5.2 Excessive Time to Answer Calls. Except during network failure, the requirement is that for each calendar day ninety percent (90%) of all calls shall be answered within ten (10) seconds and the average answer speed shall be 3.3 seconds or

less. Abandoned calls shall be included in the speed-of-answer calculation. Liquidated damages for any days in which less than ninety percent (90%) of calls are answered in ten (10) seconds, or the average speed of answer is less than 3.3 seconds, shall be equivalent to two hundred and fifty dollars (\$250.00) per day.

37.5.3 Service Outage. A service outage is defined as a complete failure of the telecommunications relay service equipment used to process telecommunications relay service calls. A complete failure occurs when the telecommunications relay service system is one hundred percent (100%) incapable of processing telecommunications relay service calls. Any service outage exceeding two (2) hours in length within a twenty-four (24) hour period shall subject the Contractor to liquidated damages of one thousand dollars (\$1,000.00) per day. The Contractor shall not be liable for calls that have not reached their network, and incidents which fall under Force Majeure as identified in the terms and conditions of the Contract.

#### 37.6 Monthly Reports

37.6.1 The Contractor shall provide a monthly report to the Agency twenty-one (21) calendar days after the end of the month. Liquidated damages are five hundred dollars (\$500.00) per day for each calendar day the reports are overdue.

37.6.2 Amounts due to the Agency as liquidated damages shall be offset against any monies due the Contractor pursuant to the Contract. The Agency shall notify the Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date the Agency deducts such sums from money payable to the Contractor. The total amount of liquidated damages cannot exceed the limit of the Contract. Any liquidated damages that are assessed are in addition to and not in limitation of any other rights or remedies of the Agency.

### 38. LIABILITY INSURANCE

38.1 The Contractor shall be required to procure and maintain for the duration of the Contract, at its cost and expense, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from or in connection with work performed by, or under general supervision of, the Contractor, his agents, representatives, employees, and subcontractors under the Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor, its officers, agents, representatives, assigns, or servants.

38.2 The proposers must provide a certificate for Commercial General Liability, to include bodily injury, personal injury, and property damage insurance with combined single limits of not less than five hundred thousand dollars (\$500,000.00) per claim and one million dollars (\$1,000,000.00) per occurrence.

- 38.3 This certificate must name the State of Wyoming as an additional insured under the Contractor's policy.
- 38.4 A certificate of insurance, indicating compliance with the required coverage, shall be filed with the Procurement Section within ten (10) working days of notice of award.
- 38.5 Contracts will not be issued to successful proposer(s) that fail to submit insurance certifications as specified herein.

39. PATENT OR COPYRIGHT PROTECTION

- 39.1 The Agency recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction.

40. FINES BY FEDERAL COMMUNICATIONS COMMISSION

- 40.1 In the event the Federal Communications Commission (FCC) levies any fine for not complying with the FCC rules and regulations, the Contractor will be responsible for paying the fines and will hold the Division of Vocational Rehabilitation free from this burden.

41. RFP TERMINOLOGY AND ABBREVIATIONS

- 41.1 The following terms, when used in this RFP, have the meanings as shown below:

- 41.1.1 2-Line VCO: Two-line VCO is a VCO service where one telephone line is used for the purpose of transmitting text from the relay operator to the VCO user and the other telephone line is used for transmitting voice from the VCO user directly to the standard phone user, allowing for a more realistic, simultaneous communication experience. This capability is particularly effective for deaf and hard-of-hearing customers who are able to voice for themselves. For deaf and hard-of-hearing customers who are able to hear to some degree, this capability allows them to hear directly what is being said by the standard voice user, while still receiving those responses in text. Two separate telephone lines are needed to use this feature. One of those two lines must have three-way calling service enabled by the local telephone company.
- 41.1.2 7-1-1: The abbreviated dialing code for accessing all types of relay services anywhere in the United States.
- 41.1.3 Abandoned Call: An incoming call reaching the relay service center but not answered by a relay operator. An abandoned call can result from the calling person hanging up before the call is answered by the relay operator.
- 41.1.4 ADA: Americans with Disabilities Act

- 41.1.5 Agency: The Division of Vocational Rehabilitation
- 41.1.6 ANI: Automatic Number Identification
- 41.1.7 ASCII: American Standard Code for Information Interchange. A line transmission protocol that employs an eight bit code and can operate at any standard transmission baud rate including 300, 1200, 2400, and higher.
- 41.1.8 ASL: American Sign Language – A visual language based on hand shape, position, movement, and orientation of the hands in relation to each other and the body. ASL does not have a written form. ASL is not to be voiced word for word in its source grammatical form.
- 41.1.9 ASL Fluency: The ability to sign expressively and receptively in ASL in a fluent manner. The ability to converse with an ASL user, without the use of an interpreter.
- 41.1.10 ASL Gloss: When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss should never be voiced verbatim. Only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.
- 41.1.11 Average Speed of Answer (ASA): The time from when the inbound call reaches the relay provider's switch until the time the call is delivered to an operator station. Abandoned calls are included in the calculation of ASA.
- 41.1.12 Average Time of Operator Interaction: The time from when the call reaches an operator station until the time the operator is on line and able to interact with, and accept dialing instructions from, the inbound caller in the correct mode.
- 41.1.13 Baud Rate: The measure of transmission speed over an analog phone line.
- 41.1.14 Baudot: The code set used in TTY transmission
- 41.1.15 Billable (Session) Minutes: The time period measured in minutes beginning from the point when a relay operator connects to an incoming relay call until the moment the relay operator disconnects the last party. \*(For the purpose of this RFP and subsequent Contract, the definition of billable minutes includes incomplete calls (busy, no answer, or wrong number) that do not reach the intended called party, general assistance calls, call set-up and wrap-up, but does not include the time in queue (call is ringing, waiting for the call to connect to the relay operator)

Session time for each individual call shall be recorded at least to the nearest tenth of a minute. When call times are added up at the end of each month, the total shall be rounded to the nearest minute. For example:  $1.3 + 4.7 + 6.4 = 12.4$  minutes total (rounded down to 12 for billing purposes). This total shall be the amount of time to be billed. The state recognizes that all intrastate (i.e., local, intrastate/intra-LATA toll, intrastate/inter-LATA toll) call minutes are billable to the Agency. The Agency also acknowledges that the share of toll-free and pay-per-call minutes not reimbursed by the Interstate TRS Fund Administrator is billable to the Agency.

- 41.1.16 Blocked Call: Any call that arrived at the Contractor's switch, but was not answered due to the customer receiving a busy signal or any call with a continuous ring and/or in queue (or any other form of holding a call that has reached the provider's network) for more than 90 seconds, while waiting for a relay operator to be connected to the call and begin to interact with the calling party.
- 41.1.17 Call Duration: The actual length of time between the set-up and the call wrap-up of an outbound call. See "Conversation minutes or Conversation Time."
- 41.1.18 Call Release: A telecommunications relay service feature that allows the relay operator to sign-off or be "released" from the telephone line after the relay operator has set up a telephone call between the originating TTY caller and a called TTY party, such as when a TTY user must go through a telecommunications relay service facility to contact another TTY user because the called TTY party can only be reached through a voice-only interface, such as a switchboard.
- 41.1.19 Call Set-Up: The time period beginning when the call arrives at the Contractor's switch until an operator begins to relay the call.
- 41.1.20 Call Wrap-Up: The time period beginning from the point when one of the two relay parties disconnects to the moment the relay operator disconnects the last party, notwithstanding multiple outgoing calls placed by the relay user.
- 41.1.21 Called Party: The outbound leg of a relay call. The person being called by the inbound leg or calling party.
- 41.1.22 Calling Party: The inbound leg of a relay call. The person placing the outbound call to the called party.
- 41.1.23 CDR: Call Detail Record
- 41.1.24 Coin Sent Paid (CSP): The ability to pay the charges of a call at a coin telephone. CSP is not feasible for telecommunications relay service users with current technology.

- 41.1.25 Common Carrier (Carrier): Any common carrier engaged in interstate communication by wire or radio as defined in section 3(h) of the Communications Act of 1934 (the Act), as amended, and any common carrier engaged in intrastate communication by wire or radio, notwithstanding section 2(b) and 221(b) of the Act.
- 41.1.26 Communications Assistant (CA): A person who transliterates or interprets conversation between two or more end users of TRS. (47 C.F.R. §64.601(7)). For the purposes of this solicitation and Contract, the term “CA” is not intended to be product specific, and may be used interchangeably with similar terms used throughout the industry, e.g., relay operator. The Division of Vocational Rehabilitation prefers the term relay operator because it is less confusing to standard phone users.
- 41.1.27 Completed Outbound Call: An outbound call which is answered by the called party. This includes calls answered by any person at the called party’s number, as well as calls answered by an answering machine or answered when forwarded from the called party’s number to another location such as another number or voice mail.
- 41.1.28 Contract Administrator: The Division of Vocational Rehabilitation’s Contract Administrator for this Contract is:
- Lori Cielinski, TRS/Deaf Services Consultant  
Division of Vocational Rehabilitation  
851 Werner Court, Suite 120  
Casper, WY 82601  
(800) 452-1408 V/TTY (307) 472-5601 Fax  
E-mail: [lcieli@state.wy.us](mailto:lcieli@state.wy.us)
- However the Division of Vocational Rehabilitation may change the Contract Administrator at any time by written notice to the Contactor.
- 41.1.29 Contractor: The proposer awarded the Contract.
- 41.1.30 Conversation Minutes or Conversation Time: The time period beginning from the point the relay call originator is connected to the called party’s number, an answering service, message or intercept for the called number, and ending when either party disconnects from the relay operator. Conversation minutes do not include call set-up, call wrap-up, busy signals or no-answers.
- 41.1.31 CPU: Central Processing Unit
- 41.1.32 Cutover: The date on which the relay service has been accepted by the Division of Vocational Rehabilitation and placed in service by the Contractor.

- 41.1.33 Disconnected Call: An outgoing call in which the calling party or the relay operator terminates the incoming call before the called party answers.
- 41.1.34 DVR: The Wyoming Division of Vocational Rehabilitation
- 41.1.35 EAS: Extended Area Service
- 41.1.36 FCC: Federal Communications Commission
- 41.1.37 Fiscal Year: The fiscal year for the State of Wyoming runs from July 1 through June 30.
- 41.1.38 Fluent: Ability to write and speak easily, smoothly and expressively.
- 41.1.39 Functionally Equivalent Products, Features, and Services: The functionality of accessing a product, feature, or service via relay which does not require any additional steps preceding or during the use of the product or service other than would be required on a direct phone call from the same number.
- 41.1.40 Functionally Equivalent TRS: Performance in a telecommunications relay service call that substantially achieves the same result as a voice-to-voice telephone call by individuals who do not need telecommunications relay service for effective telecommunications. Functionally equivalent communications must ensure efficient telephone calls that include equal: cost to consumers, call blockages no different than experienced by voice-to-voice non-telecommunications relay service callers, choice of carriers for all types of long distance and toll calls, real-time communications in transmission and reception of text and speech, and advanced and efficient technology as it becomes available.
- 41.1.41 Functionally Similar: A process similar to, but not exactly the same as the original process that is being manipulated. In the case of a Functionally Similar product, the similarities and differences are to be described in detail.
- 41.1.42 General Assistance Calls: The category of incoming calls not associated with an outgoing call attempt. Even though an incoming call may reach the relay center, no associated outbound call attempt may be made for reasons including, but not limited to: either the relay operator or the calling party cannot hear or read the other because of technical problems; the calling party may only be seeking information from the relay operator about relay or some other topic; the calling party may have misdialed and not intended to call the relay service at all; or the calling party may have forgotten the number of the party he or she wishes to reach.
- 41.1.43 GOS: Grade of Service. A term indicating the probability that a call attempted will receive a busy signal. A P.01 Grade of Service means that the user has a 1% chance of reaching a busy signal.



- 41.1.44 Hearing Carry Over (HCO): A form of TRS where the person with the speech disability is able to listen to the other end user and, in reply, the relay operator speaks the text as typed by the person with the speech disability. The relay operator does not type any conversation. (47 C.F.R. § 64.601(8))
- 41.1.45 Inbound Call: An inbound call refers to the portion of the communications connection from the calling party into the relay service center. An inbound call can be a general assistance call, an inbound call associated with an outbound call or number of outbound calls, or a call that is abandoned after reaching the relay switch but before being answered by the relay operator.
- 41.1.46 Incompleted Outbound Call: An outgoing call which is not answered by the called party. This includes calls which ring with no answer and calls which receive a line busy or trunk busy response.
- 41.1.47 Internet Protocol (IP) Relay: Text to voice Relay. Text is typed on a computer accessing the Internet to contact a relay operator who then places an outbound landline call to the called party.
- 41.1.48 ITU: International Telecommunications Union. A worldwide telecommunications standards-setting body.
- 41.1.49 IVR: Interactive Voice Response
- 41.1.50 IXC: Inter-exchange carrier
- 41.1.51 LATA: Local Access Transport Area
- 41.1.52 LEC: Local Exchange Carrier
- 41.1.53 Local Time: Time in the Mountain Standard Time Zone as observed by the Agency.
- 41.1.54 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price of the proposal, or gives the proposer an advantage or benefit not enjoyed by other proposers, or adversely impacts the interests of the Division of Vocational Rehabilitation.
- 41.1.55 NECA: National Exchange Carriers Association. The current interstate TRS fund administrator.
- 41.1.56 NPA: Number Plan Area, i.e., Area Code
- 41.1.57 NPA/NXX: The first six digits of a North American telephone number, the area code and exchange.

- 41.1.58 NXX: Prefix-line number. A carrier's central office identification number, comprising of the first three digits of a seven-digit telephone number.
- 41.1.59 Operations: The Contractor's division or department that has responsibility for the technical operation and processing of calls at the relay center to include, but not limited to, operators and supervisors.
- 41.1.60 Outbound Call: An outbound call refers to the portion of the communications connection from the relay service center to the called party.
- 41.1.61 P01: The standard upon which blockage is measured. Signifies one (1) call blocked out of one hundred (100) incoming calls.
- 41.1.62 PDA: Personal Digital Assistant
- 41.1.63 POC: Point of Contact
- 41.1.64 Proposer: A firm submitting a proposal in response to this Request for Proposal (RFP). Any reference in these specifications to "proposer" will mean the offeror, provider, vendor, or other entity furnishing a proposal to the Division of Vocational Rehabilitation.
- 41.1.65 PSAP: Public Safety Answering Point. A facility that has been designated to receive 911 calls and route them to emergency service personnel.
- 41.1.66 PSC: Wyoming Public Service Commission
- 41.1.67 PSE: Varieties of signing used by deaf and hearing people who combine certain elements of both ASL and English.
- 41.1.68 Qualified Interpreter: An interpreter who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
- 41.1.69 Regionally Directed Toll Free Number: An outbound line that receives an inbound ANI and directs the call to a specific location.
- 41.1.70 Request for Proposal (RFP): The entire contents of this solicitation document, which is entitled: Telecommunications Relay Service and any addenda thereto.
- 41.1.71 RID: Registry of Interpreters for the Deaf
- 41.1.72 Session Minutes or Session Time: The time period measured in minutes beginning from the point when a relay operator connects to an incoming relay call until the moment the relay operator disconnects the last party. This period shall include the set-up and wrap-up time of the call.

- 41.1.73 SS7 (Signaling System 7): A network signaling system that improves network efficiency and allows for the provision of advanced services. SS7 is a means by which elements of the telephone network, such as switches and nodes, exchange information. The SS7 architecture is an integral part of the developing Advanced Intelligent Network (AIN) and Integrated Services Digital Network (ISDN). On an SS7 network, which is a broadband, packet-switched network, information is conveyed in the form of messages. Signaling messages can include information such as: the telephone number a call is coming from, the number it is going to, and the trunk on which the call is being sent; alerts about the network congestion on a particular circuit; or a service outage. In the past, telephone signaling took place over the same circuit that carried the telephone call itself. This method of signaling is called inband. SS7 is an out-of-band signaling system, meaning the messages between network elements take place on a separate high-speed network. Out-of-band signaling is faster and frees bandwidth on the network to carry conversations, faxes, or other exchanges. The SS7 network in North America is built with three components – signal switching points (SSPs), signal transfer points (STPs) and signal control points (SCPs). These are connected by signaling links. SSPs are switches that originate, terminate and switch calls. STPs are the SS7 network's packet switches, used to route signaling messages to their destination. SCPs are databases that contain information that enables telephone companies to offer advanced services such as call forwarding, call waiting, caller ID, call blocking, automatic callback, and others.
- 41.1.74 STS (Speech-to-Speech): Speech-to-Speech provides a specially trained operator to voice clearly for customers with speech that is not easily understood over the telephone.
- 41.1.75 Speed Dialing: A telecommunications relay service feature that allows a telecommunications relay service user to place a call using a stored number maintained by the telecommunications relay service facility. In the context of telecommunications relay service, speed dialing allows a telecommunications relay service user to give the relay operator a “short-hand” name or number for the user's most frequently called telephone numbers.
- 41.1.76 Standard Telephone: Telephonic device used in standard voice to voice calls that does not require additional equipment or accommodations.
- 41.1.77 State: Means the State of Wyoming.
- 41.1.78 Supervisor: Person designated by the Contractor to supervise operators or other personnel at the relay center.
- 41.1.79 Translation/Interpretation: Voice ASL gloss into spoken English or type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.

- 41.1.80 TRS: Telecommunications Relay Service. Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such term includes service that enables two-way communication between an individual who uses a text telephone or other nonvoice terminal device and an individual who does not use such a device, speech-to-speech service, video relay services and non-English relay services. TRS supersedes the terms “dual party relay system,” “message relay services,” and “TDD Relay.”(47 C.F.R. § 64.601(14))
- 41.1.81 TTY (text telephone): Refers to teletypewriters, text telephones, telecommunication device for the deaf (TDD) or any text device used for telephone communication.
- 41.1.82 Three-Way Calling Feature: A TRS feature that allows more than two parties to be on the telephone line at the same time with the relay operator.
- 41.1.83 User: Includes either the calling or called party in a relay call.
- 41.1.84 Verbatim Non-ASL Call: The relaying of a call that includes all information typed or spoken to the other party without eliminating, re-phrasing, or paraphrasing that information.
- 41.1.85 Verbatim ASL Call: The verbatim interpretation of a call involving the two languages, ASL and English done by a trained, qualified person. Only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.
- 41.1.86 Video Relay Service (VRS): This type of TRS enables individuals who use sign language to make relay calls through a specialized relay operator who can interpret their calls. The caller signs to the relay operator with the use of video equipment (connected to a high bandwidth such as cable, DSL, T-1, T-3, or ISDN), and the relay operator voices what is signed to the standard phone user and then signs the standard phone user response back to the caller. This type of relay service is helpful for people who use sign language, and for people who cannot type on a TTY easily, such as children who are sign language users.
- 41.1.87 Video Remote Interpreting (VRI): VRI is a commercial service for which an individual or company pays for interpreting services. The two end users, one using sign language, and one who does not, are in the same room as with a standard interpreting situation. VRI is neither a State nor federally subsidized service. VRI may use the same equipment and telephone networks as are used

by VRS. VRI does not have to follow TRS guidelines. VRI does not need to be transmitted by a telecommunications carrier to provide VRI service.

41.1.88 Voice Carry Over (VCO): A form of TRS where the person with the hearing disability is able to speak directly to the other end user. The relay operator types the response back to the person with the hearing disability. The relay operator does not voice the conversation. (47 C.F.R. § 64.601(18))

41.1.89 WPM: Words per minute

41.1.90 Wyoming Relay Call: An inbound call initiated by a Wyoming resident, or outbound to a Wyoming resident, by accessing any of the Wyoming toll free numbers, regardless of the relay center that actually processes that call.

#### **IV. BACKGROUND**

- 1.1 Telecommunications for the Communications Impaired program was established by the Fifty-First Legislature of the State of Wyoming 1991 General Session by enactment of House Bill No. 377, Section 1. W.S. §16-9-201 through 16-9-210, Section 2 (a)-(e), and Section 3 (Attachment C). This program is also known as Wyoming Relay or Wyoming Telecommunications Relay Service (TRS). House Bill No. 377 called for Wyoming to provide a 24-hour-per-day, seven-day-per-week telecommunications relay service to relay conversations between people who use text telephones and people who use the general telephone network.
- 1.2 In response to the Americans with Disabilities Act, the Wyoming Legislature gave the Division of Vocational Rehabilitation (DVR) administrative authority over Wyoming TRS, established a special fee as the method of funding, and mandated that the service begin by July 1, 1992 and be fully operational by July 2, 1993.
- 1.3 On June 18, 1992, DVR approved a three-year contract with Sprint to provide Wyoming with unrestricted telecommunications relay service. An agreement was reached between the State of Wyoming and Sprint to begin operation of Wyoming TRS by July 1, 1992. Wyoming TRS began serving residents of Wyoming on June 30, 1992. At that time the relay service was accessible via toll-free numbers 1-800-877-9965 (TTY) and 1-800-877-9975 (Voice). These toll-free numbers continue, to date, to provide access to Wyoming Relay. In February of 1997 the Contract was amended to allow Wyoming Relay customers access to 900 numbers by dialing 1-900-463-3323. This access number for 900 calls is still in effect to date. The Contract was amended to provide service from June 15, 1992, through June 30, 1996, with the option to extend two additional years. DVR exercised its option to extend and the Contract expired July 31, 1998.
- 1.4 A Request for Proposal (RFP) to provide telecommunications relay service was released February 17, 1998. Only one proposal was received in response to the RFP. The committee established to evaluate the proposals determined that the proposal submitted did in fact meet the requirements detailed in the RFP. The term of the new Contract with Sprint was August 1, 1998, through July 31, 2000, with the possibility of four one-year contract extensions. DVR has agreed to the extensions, and the current Contract will expire July 31, 2004.
- 1.5 The Division of Vocational Rehabilitation is committed to providing a quality relay service that is functionally equivalent to voice communication services. Therefore, the Contract was amended on September 3, 1999, to allow for the provision of a dedicated toll-free number for Voice Carry Over (VCO) and for the provision of Turbo Code™ capabilities. The dedicated Voice Carry Over toll-free number is 1-877-877-1474. This dedicated VCO number provides smoother setup and call processing for VCO users. The Turbo Code™ provides for enhanced Baudot transmission of up to 110 words per minute

and also enables TTY callers with Turbo Code™ capability to interrupt during transmission. On December 18, 2000, the Contract was again amended to expand the telecommunications relay services offered to ensure that Wyoming Relay was in compliance with all new Federal Communications Commission (FCC) requirements contained in FCC 47 C.F.R., Section 64.604 and to provide Caller ID service. The new FCC requirements required Speech-to-Speech (STS) Service and on March 1, 2001, Wyoming Relay provided the toll free number 1-877-787-0503 for access to STS relay service. On October 1, 2001, the Contract was amended to establish a dedicated toll-free number for 7-1-1 dialing access to Wyoming Relay Service. On July 16, 2002 the Contract was again amended to add the provision of E-Turbo™, Video Relay Service, and Internet Protocol Relay. The Wyoming specific URL address of [www.wyvrs.com](http://www.wyvrs.com) was established. The final Contract amendment occurred on December 8, 2003, and was for the implementation and provision of enhanced voice carry over service also known as CapTel.

- 1.6 The same legislation, House Bill 377, which established relay service in Wyoming, also contained provisions for the distribution of specialized telecommunication equipment. This program has been in operation since December of 1992. Funding for the distribution of equipment comes from the special fee collected for Wyoming Relay services.
- 1.7 House Bill 377, specifically Section 1 W.S. §16-9-202, created a committee on telecommunications services for the communications impaired. The seven (7) members of the committee are appointed by the Governor to serve three (3) year terms. The current board consists of a diverse group of consumers and individuals with backgrounds in the telecommunications industry.
- 1.8 The committee's duties are to advise the Division of Vocational Rehabilitation on the administration of the Wyoming Telecommunications Relay Service. The committee also has the responsibility of annually determining the amount of a special fee, which is the cost recovery method that Wyoming uses for the provision of intrastate relay service. Currently the special fee is \$.06 per access line per month for up to one hundred (100) access lines per account for the local exchange companies. In the case of Radio Common Carriers, no customer shall be required to pay the special fee on more than one hundred (100) radio communication service numbers per account in Wyoming. Since the start of TRS in Wyoming, we have accomplished annual rate reductions of the per line special fee, while providing continuous high quality service and offering additional enhancements for users.
- 1.9 The Division of Vocational Rehabilitation has assumed direct responsibility for outreach efforts throughout most of the program's history. Public education and marketing to inform callers of the availability and use of TRS have included the following: periodic bill inserts; descriptions and listings in telephone directories; Directory Assistance listings; television air time with both Public Service Announcements and paid advertisements; radio interviews; demonstrations and presentations at various organizations and events; dissemination of a variety of information materials to numerous

individuals, groups and organizations; development of the Wyoming Relay Home Page; and newsletters/periodicals sent to Wyoming Relay users.

1.10 In November of 1999, the Division of Vocational Rehabilitation decided to expand their outreach and marketing efforts for Wyoming Relay. They entered into a separate agreement with the TRS provider, Sprint, specifically for the provision of marketing services. Sprint subcontracted with a marketing and advertising agency, LISBOA, for the provision of marketing services for Wyoming Relay. The first Contract was for the development of a marketing plan/strategy. The next Contract was for the development of a creative identity which was 1) to appeal to the target audiences listed in the marketing plan; 2) to remind the target audience of the benefits of using Wyoming Relay; and 3) to prompt the target audience to take action and inquire about Wyoming Relay and/or try its features. Focus groups were used as a qualitative research method to gain insight into the beliefs, attitudes, and motivations of the target audience, and to guide the development and refinement of the creative identity for Wyoming Relay.

1.11 A logo and tag line were developed. Four new brochures were designed. One was an overview of Wyoming Relay, one was a how-to caller's guide, one was a Voice Carry Over guide, and the final brochure was a Hearing Carry Over/Speech-to-Speech guide. Magnets, stickers, and a tabletop display to be used for demonstrations were also designed and produced. A public relations campaign was also conducted that included the development of press releases, news stories aired on the state's major television stations, KTWO and KTWN, and on KFBC and KTWO radio stations. News stories also ran in newspapers including the Casper Star-Tribune, which has statewide distribution.

## 2. WYOMING RELAY 2003 STATISTICS

2.1 Please refer to Appendix D for historical call data from the calendar year 2003.

## 3. STATEMENT OF NEEDS:

3.1 Objectives - In issuing this RFP, the Division of Vocational Rehabilitation is pursuing the following specific objectives:

3.1.1 To allow persons with communication disabilities in Wyoming access to the switched public telephone network on a basis comparable to that available to people without such disabilities, and vice versa, in a functionally equivalent manner.

3.1.2 To ensure the provision of a Telecommunications Relay Service that is flexible and responsive to service demands, and is adaptable for implementation of technological advances as they become available.

3.1.3 To ensure that the reporting system for Wyoming Relay provides detailed information on usage patterns, busy times, originating number, number of calls blocked, length of calls, total number of calls handled, complaints, and other



pertinent information needed to manage the service, and for periodic assessment of the level of access and quality of the service.

- 3.1.4 To establish procedures for forecasting changes in service demand.
- 3.1.5 To maximize service delivery/cost ratios which permit the most cost-effective operation of the relay service without negatively affecting quality of service.
- 3.1.6 To ensure the provision of effective outreach services that will promote the use of Wyoming Relay and increase public awareness about the service.

## **V. BUSINESS EXPERIENCE**

### **1. PROPOSER BACKGROUND INFORMATION**

- 1.1 Proposers shall provide background information. This information is also required of any subcontractors receiving more than ten percent (10%) of the value of the Contract. The background information shall include but not be limited to company ownership, state of incorporation, date of incorporation or date established, corporate size, technological resources, overall depth of personnel resources, location of company/corporation headquarters and offices serving Wyoming Relay, whether there have been any mergers, acquisitions, or sales of the proposer's company within the last ten years (if so, an explanation providing relevant details), and any other relevant information. Proposals shall also provide an organizational chart or description of how telecommunications relay services fit within the parent company/corporation.

### **2. PERTINENT EXPERIENCE & REFERENCES**

- 2.1 Proposer's pertinent experience shall be provided describing why the company is qualified for this Contract. Include in the description the number of years providing telecommunications relay service. Also describe the work performed, including the scope and complexity of the project, time periods, project locations, and subcontractors utilized. Experience connected with federal and state telecommunications relay service contracts are of particular interest.
- 2.2 The proposer must have implemented and successfully operated three or more statewide Telecommunications Relay Services or three or more operator service facilities. The proposer will provide a reference list of no less than three comparable projects the proposer has undertaken and for which the proposer currently has operational responsibility. Each reference should include company name and address, and the name, telephone number, and email address of a contact person. The Division of Vocational Rehabilitation will contact references as part of the evaluation and selection process. By signing the Proposal and by submitting reference contacts, the proposer releases the reference from any ramifications resulting in the information provided.

### **3. FINANCIAL RESOURCES**

- 3.1 Proposers, together with any subcontractors, must demonstrate that financial resources are adequate to perform all requirements of the Contract, including start-up and expansion costs.
- 3.2 To allow the Division of Vocational Rehabilitation to evaluate the financial responsibility of the proposer, the following items shall be submitted:

3.2.1 The most recent independently audited financial statement or best available equivalent report, including, at a minimum, documentation regarding whether and to what extent there is a positive cash flow from operating activities for the proposer's current operating period and which may also include:

- a. current assets (cash, marketable securities, accounts receivable, and inventories)
- b. fixed assets (plant and equipment less depreciation)
- c. cash
- d. inventories
- e. current liabilities (accounts payable, short-term notes payable, current maturities of long-term debt, accrued income taxes, and other accrued expenses and wages)
- f. long-term debt
- g. A statement as to whether the audited financial statements provided indicate a going concern disclosure, and if so, an explanation of the going concern disclosure
- h. Primary banking source letter of reference
- i. Documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months
- j. Dun and Bradstreet number

3.3 This financial information is also required of any subcontractor which is expected to receive more than ten (10) percent of the value of the Contract.

3.4 A statement as to whether, in the last ten (10) years, the proposer has filed (or had filed against) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

#### 4. PROJECT STAFFING

4.1 The proposal shall discuss the composition and organization of the staff implementing this Contract, and who will be responsible for start-up of Wyoming Relay Service. The project manager, (the individual responsible and accountable for meeting all aspects of a contract resulting from this procurement), shall be identified by name, title, address, and phone number. A resume(s) of the project manager(s) and brief biographies of other key personnel which include relevant experience and background in working with telecommunications relay service shall be included in the proposal. A chart of the project implementation staff organization shall also be included. This chart should illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP. In addition, an organizational chart depicting the proposed organization, administrative, and operational staff of each relay center providing Wyoming Relay Service.

5. TEST CALLS

- 5.1 The Division of Vocational Rehabilitation may arrange for test calls to assist in the evaluation of the quality of relay service being provided by the proposers. Such calls will not be identified as test calls.

## **VI. MANDATORY SPECIFICATIONS**

### **1. MANDATORY SPECIFICATIONS**

- 1.1 These are service specifications that must be adhered to in providing Wyoming Relay Service, unless the proposer clearly explains any exceptions pursuant to “Exceptions” below. Proposer’s responses must address each “Item” completely. Responses to requirements should be statements “does comply” or “does not comply,” followed by a detailed explanation of those statements. Failure to specifically state compliance with any mandatory item may be reason for rejection of a submitted proposal. The price for mandatory service specifications, with the exception of outreach which is a separate recoverable expense, must be included in the overall price per minute. This does not limit proposers from including additional language or suggestions in their proposals as long as they address each mandatory specification.

### **2. MANDATORY SUB-SECTIONS**

- 2.1 The specifications in the following sub-sections are all mandatory:
- A. General Requirements
  - B. System Standards
  - C. Billing & Call Records Standards
  - D. Relay Operator Standards
  - E. Invoicing Standards
  - F. Outreach/Consumer Responsiveness Standards
  - G. Service Implementation

### **3. EXCEPTIONS**

- 3.1 If a proposer plans to deviate from the requirements of any service specification, or is unable to provide a mandatory service item, the deviation or inability should be clearly indicated and explained in the proposal. Exceptions will not result in automatic rejection. The Division of Vocational Rehabilitation’s evaluation committee reserves the right to waive minor irregularities. The evaluation committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements, and failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the evaluation committee.

## **VII. GENERAL REQUIREMENTS**

### **1. SCOPE OF SERVICE**

- 1.1 The telecommunications relay service to be known as Wyoming Relay Service shall provide for the uniform and coordinated provision of service on a statewide basis. The Agency encourages proposers to be as innovative as possible when submitting proposals in response to this RFP.
- 1.2 The underlying standard of the relay service will be to provide users access to the telephone network which is functionally equivalent to that provided to those who are not impaired in their ability to use the telephone. Wyoming Relay Service shall be designed to enable persons with a hearing or speech impairment, utilizing TTYs or other means determined to be acceptable by the FCC to place telephone calls to standard telephone users (and vice versa) by using the telephone assistance of a relay operator.
- 1.3 Wyoming Relay Service shall be available at all times (24 hours a day, 7 days a week, 365 days a year, including holidays). Wyoming citizens shall be able to use Wyoming Relay to place relay calls to and from all other persons in Wyoming, the nation, and the world, and they shall be able to utilize alternative billing arrangements. There will be no limit on the number or length of calls made to Wyoming Relay Service.
- 1.4 In addition to three-digit, 7-1-1 dialing, the existing Agency-owned, nationwide, toll-free numbers shall be used. All current toll free numbers and any additional toll-free numbers provided under this solicitation will remain the property of the Agency. The current toll free numbers for access to Wyoming Relay are:
  - a. 1-877-711-9982 Translation Code for 711
  - b. 1-800-877-9965 TTY and ASCII
  - c. 1-800-877-9975 Voice
  - d. 1-877-877-1474 VCO
  - e. 1-877-787-0503 STS
  - f. 1-800-829-2783 Spanish
  - g. 1-900-463-3323 Pay-per-call Service
- 1.5 The Wyoming Relay Service shall comply with all state and federal requirements for intrastate and interstate telecommunications relay service. At a minimum, it shall comply with the requirements of the American with Disabilities Act (ADA) and rules and regulations published by the Federal Communications Commission (FCC) regarding Telecommunications Relay Service found at 47 C.F.R. Section 64.601-64.605. If there is any discrepancy between any of these requirements, the more stringent requirements shall apply. The Contractor shall provide assistance to the Division of Vocational Rehabilitation in renewing FCC certification.

- 1.6 The Contractor must provide all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for the implementation and operation of Wyoming Relay Service.

## 2. ANNOUNCEMENT OF CALL TYPE AND EXPLANATION OF SERVICE

- 2.1 The Contractor is to develop announcements for all of the various explanations of service for each call type provided to relay users. All call announcements and explanations of service must be approved by the Agency.
- 2.2 A sample of announcements for the various explanations of service for each call type shall be provided with your proposal.

## 3. CALL TYPES REQUIRED

- 3.1 The Contractor is to ensure that the relay center has the capability to process the following call types in a manner that allows users of each call type to initiate or receive a call using their preferred call type mode. All dedicated lines for specific types are to be answered first in that call type, while having the ability to switch to any other call type when needed by the inbound caller. All of the following call types will be reimbursed on a standard session minute basis:
  - a. Text-to-voice
  - b. Voice-to-text
  - c. Voice Carry Over (VCO) – The capability to allow a customer, who is unable to hear on the phone but has voice capabilities, to speak directly to a standard phone user via the relay. The operator will type the standard phone user conversation to the VCO user.
  - d. 2-Line VCO – The capability to allow a deaf or hard-of-hearing customer to speak directly to the standard phone user via the relay and be able to receive responses typed in text by the relay operator using two customer lines and a three-way calling feature.
  - e. VCO to TTY – The capability to allow a VCO user and TTY user to communicate via Relay. The operator will type the VCO user's words to the TTY user and the TTY user will type to the VCO user.
  - f. VCO to VCO – The capability to allow a VCO user to communicate with another VCO user via the relay. The operator will type the spoken words of each VCO user.
  - g. Hearing Carry Over (HCO) – The capability to allow a speech-disabled customer to listen directly to a standard phone user via the relay. The operator will voice the HCO user's conversation as it is typed.
  - h. 2-Line HCO – The capability to allow a speech-disabled customer to listen directly to a standard phone user via the relay. The operator will voice the HCO user's conversation as it is typed using two customer lines and a three-way calling feature.
  - i. HCO to TTY - The capability to allow an HCO and TTY user to communicate via the relay. The operator will voice the TTY user's conversation to the HCO

- user. The TTY user will see the HCO user's typed conversation.
- j. HCO to HCO – The capability to allow an HCO user to communicate with another HCO user via the relay. The operator will voice the typed words of each HCO user.
  - k. TTY to TTY with Voice Intercept, also known as Call Release – The capability to allow a TTY user to connect to another TTY user via the Relay if that connection requires a non-relay operator voice party to complete the call. Examples include, but are not limited to, prepaid calling cards with voice prompts and hospital or hotel switchboards. This feature allows the relay operator to sign off or be “released” from the telephone line without triggering a disconnection between two TTY users, after the relay operator connects the originating TTY caller to the called party's TTY. Once the relay operator signs off, or is “released” after the two TTY parties are connected, the call ceases to be a TRS call subject to the per-minute charge to the Agency.
  - l. Speech-to-Speech (STS):
    - i. The Contractor will enable an operator to voice clearly for customers with speech that is not easily understood over the phone when these customers want to communicate without the use of a TTY. All of the guidelines in the FCC Report and Order and Further Notice of Proposed Rulemaking Adopted February 17, 2000, CC Docket No. 98-67, and the Second Report and Order, Order on Reconsideration, and Notice of Proposed Rulemaking adopted June 17, 2003, CC Docket No. 98-67 and CG Docket No. 03-123, shall be followed, for future FCC direction.
    - ii. The Contractor may provide STS features in excess of the above-cited FCC requirements with the approval of the Agency.
    - iii. STS shall be available by dialing 7-1-1 in addition to the dedicated Speech-to-Speech toll-free access telephone number of 1-877-787-0503.
    - iv. STS users must be able to communicate with any and all Relay users to include, but not be limited to, VCO, HCO, TTY, 2-Line VCO, other STS users, or standard phone users.

#### 4. CALL TYPE COMMUNICATION

- 4.1 The Contractor shall ensure that all relay call types have the ability to communicate with each other via Relay.

#### 5. SPANISH RELAY SERVICE

- 5.1 The Contractor shall provide Spanish-to-Spanish Relay Services for all call types. Proposals shall describe how this service will be handled, including whether there will be specific relay centers that will process Wyoming Relay's Spanish calls.

#### 6. INTERNET PROTOCOL (IP) RELAY

- 6.1 The Contractor shall process all IP relay calls to and from relay users in Wyoming. Please describe how IP relay will be implemented and provided, including a discussion of



how the security of IP transmission and confidentiality is ensured. The Agency waives the requirements of emergency call handling, VCO, STS, HCO, 900 (pay-per-call) services, equal access to inter-exchange carriers, call release, speed dialing and three-way calling for IP relay calls. However, if a proposer is able to provide any of these waived services for IP relay, please discuss. The Agency recognizes that both intrastate and interstate IP Relay is presently being paid for by the Interstate TRS Fund Administrator (currently NECA). However, there is a reasonable possibility that the state will become responsible for paying for the intrastate portion of IP relay service in the near future.

## 7. VIDEO RELAY SERVICE

- 7.1 The Contractor shall process all VRS relay calls to and from relay users in Wyoming, as well as all VRS relay calls that are initiated by Wyoming Relay users through the Wyoming Relay website <http://www.wyvr.com>. Video Relay users need to own or access videoconferencing equipment to be able to place and receive VRS calls. Please describe how VRS will be implemented and provided. Include in the discussion the video system used, the transmission bandwidth, how the quality of the video is ensured, how the security and confidentiality of the transmission is ensured and the specialized technical support available for users experiencing problems. The Contractor shall employ qualified interpreters who are proficient in ASL, Signed English, and PSE, both receptive and expressive, and oral interpreting. VRS interpreters will function as fully trained Wyoming Relay operators and must adhere to the RID Code of Ethics. The Agency waives the requirements of emergency call handling, VCO, STS, HCO, 900 (pay-per-call) services, call release, speed dialing, three-way calling, speed of answer, and equal access to inter-exchange carriers for VRS relay calls. However if a proposer is able to provide any of these waived services for VRS relay, please discuss. The Agency recognizes that both intrastate and interstate VRS are currently being paid for by the Interstate TRS Fund Administrator (currently NECA). However, there is a reasonable possibility that the state will become responsible for paying for the intrastate portion of VRS in the near future.

## 8. HANDLING OF 7-1-1 CALLS

- 8.1 1-877-711-9982 is the current unpublished dedicated toll-free number (translation code) for 7-1-1 dialing access. The number, 1-877-711-9982, is the property of the State of Wyoming and is therefore portable to the next provider.
- 8.2 Calls to 7-1-1 when the preferred connection mode is unknown shall be answered first in voice mode.
- 8.3 The Contractor may be allowed to institute an Interactive Voice Response (IVR) upon review and approval by the Agency. This IVR must be consistent with current FCC answer rate standards.
- 8.4 Proposers shall describe how they will provide 7-1-1 access to Wyoming Relay, including whether they will direct 7-1-1 calls to the current dedicated toll-free number or

to another number, how and what the answering sequence will be (see 8.2 above), if and how permanent branding and/or Customer Preference Database information will be used in the processing of 7-1-1 calls, and how the network is being or will be configured to segregate 7-1-1 traffic from other 1-800/877 traffic for monitoring purposes.

9. ACCESS TO 900 OR ANY PAY-PER-CALL NUMBERS

- 9.1 The Contractor shall provide access to 900/976 numbers and any other pay-per-call numbers. The method of providing this service may include establishing a separate 900 incoming number. The proposal must describe the procedure that will be used to implement this service, including how calls from a line that has 900/976 number blocking will be identified and handled. The proposal must include a detailed billing procedure for such calls.
- 9.2 Calls made to pay-per-call numbers placed through the Relay system shall be billed to the caller at the same rate that would apply if the calls had been placed without the use of the relay service.

10. WIRELESS CALLS

- 10.1 Wyoming Relay Service shall be compatible with cellular services, personal communications services (PCS), paging services, and mobile radio services. Proposals shall describe how these services will be handled including determining the call type and the amount of time necessary to determine call types, and procedures for ensuring accurate billing.

11. REGIONALLY DIRECTED TOLL-FREE NUMBERS

- 11.1 The Contractor must ensure that Relay users will be able to access regionally directed toll free numbers. These numbers would typically be accessible to the relay user in his or her calling area. Example: the AAA has a national toll-free number. When a call arrives at the AAA call center, it is automatically rerouted to the correct state based on information in the ANI. If the relay center ANI is transmitted, the call will be routed to the state where the relay center is located, which most likely would not be the state where the relay user is located.

12. RESTRICTED NUMBERS

- 12.1 The Contractor must ensure that regionally restricted toll-free numbers will be accessible through their system. Example: If a Wyoming Relay user is within Wyoming, and calls an 800 number that is restricted to intrastate calls, the call is then routed to a remote center, and the Contractor must have the capability of accessing the restricted toll free call regardless of the location where the outbound call is initiated. The Contractor also must ensure a method for users to access the business offices of telephone companies which have special prefixes.

13. INBOUND INTERNATIONAL RELAY CALLS

- 13.1 The Contractor must ensure that inbound international relay calls terminating in Wyoming will be accepted.

14. CARRIER OF CHOICE ACCESS

- 14.1 The Contractor shall provide access to the customer's choice of Inter-LATA (interstate) and Intra-LATA (intrastate) carriers through the relay service to the same extent such access is provided to standard telephone users in Wyoming:
- a. The Contractor is to establish methods to be utilized to provide access to the caller's requested carrier.
  - b. The Contractor will encourage all IXC's and dial-around services operating in Wyoming to be available via Wyoming Relay. The Contractor must also ensure that other carriers will be informed of the steps required to allow their calls to be processed through Wyoming Relay.
  - c. The Contractor must provide to the Agency, beginning at the time of award a list of all carriers contacted, the Point of Contact (POC) for the carrier, and the status of the carrier's availability/accessibility via Wyoming Relay on a semi-annual basis. A separate monthly report is to indicate the carriers who refuse to comply, along with a POC.
  - d. The Contractor is to ensure that relay users can request their carrier of choice either by direct request to the operator, or automatically via the information in the Customer Preference Database.
  - e. Direct request for a carrier of choice is to override the information in the Customer Preference Database for the initial outbound call and consecutive outbound calls made in accordance with the inbound call.

15. OPERATOR SERVICES INCLUDING DIRECTORY ASSISTANCE

- 15.1 The successful proposer will provide standard operator services consistent with those provided to standard phone users, including directory assistance, via Wyoming Relay. Wyoming Relay Service will allow users to access local and long distance directory assistance. Local directory assistance calls must be billed to end users at the same rate that would be billed by the local company servicing the end user directly. Long distance calls must be billed at the rate of the carrier used for the long distance directory assistance call or at the provider's tariff rate. Proposals shall briefly describe how this service will be provided and billed to end users.

16. PERMANENT CALL TYPE IDENTIFICATION ON NON-7-1-1 ACCESS NUMBERS

- 16.1 The Contractor must ensure that when the customer calls into the relay center he/she may ask for permanent call type identification as a TTY, Voice, VCO, 2-line VCO, HCO, ASCII, etc., according to their ANI, so that future calls through the relay center are automatically answered and set up according to their call type identification (for phone systems compatible with this feature). Proposals shall include a statement on how much

time it takes once a customer has requested permanent call type identification, or requests a change in call type identification, before the proposer's system sets up calls according to the requested permanent call type identification.

17. CUSTOMER PREFERENCE DATABASE

- 17.1 The Contractor is to provide a customer record sometimes known as a "Customer Database" or "Customer Profile." Information in the customer's record shall be automatically synchronized in the Contractor's system ensuring that the customer's calls are processed faster and more efficiently and ensuring that the customer will not be required to contact the Contractor more than once to give the same information.
- a. Proposers: Include in your proposal a list of all information, by field, collected in your proposed Customer Preference Database, and the procedure the customer would use to set up and/or change his/her database, including the amount of time from setup or modification, until full implementation and quality control procedures to ensure information is correctly entered into the system and the information is able to be retrieved appropriately.
  - b. The Contractor shall offer speed dialing functionality that allows a TRS user to place a call using a stored number maintained by the Contractor.
  - c. The Contractor shall offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the relay operator must repeat the name and state the telephone number to the STS users.
  - d. The Contractor will provide a mechanism to enable any relay user, at the user's discretion, to access their personal preference information from any phone. An example of a mechanism is to enter a Personal Identification Number (PIN). Proposers shall describe the mechanism used to allow relay users to access their personal preference information from any phone.
  - e. The Contractor shall agree that the Customer Preference Database is the property of the Agency.
  - f. The Contractor shall provide as stated in the FCC Rules 47 C.F.R. §64.604(c)(7) that TRS customer profile data be transferred from an outgoing TRS vendor to the incoming TRS vendor. Such data must be transferred in usable form at least 60 days prior to the provider's last day of service in order to ensure minimum disruption to customer calls."
  - g. The Contractor shall not use any data collected from TRS users for any purpose other than to connect TRS users to the outbound party. The Contractor shall not sell, distribute, share, or reveal the user database, unless required by law.

18. ALTERNATE TRANSMISSION SPEED FOR DEAF-BLIND AND VISUALLY IMPAIRED USERS

- 18.1 The Contractor shall ensure that an alternate, slower transmission speed is available for deaf-blind and visually-impaired users who require more time to receive incoming text. This rate is not fixed but is suggested not to exceed thirty (30) words per minute. Users

may ask for this alternative transmission speed or slower typing speed or may identify the service in their database profiles.

19. FCC REGULATIONS

- 19.1 All current standards and regulations, and any future standards relating to TRS adopted by the FCC, or regulations codified by the FCC, are hereby incorporated by reference as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP. The Agency may negotiate with the Contractor in the event of FCC mandated changes in the provision of Relay services, which require an increase in price.

20. QUALITY ASSURANCE

- 20.1 The quality of relay service will be continuously evaluated by the Contractor. Provide with your proposal your proposed Quality Assurance Plan for conducting, quantifying, recording, and scoring your own separate quality assurance test call results. The Contractor must have a mechanism in place to ensure that the remedies for any problems found during testing will be incorporated into their policies to improve the quality of Wyoming Relay service.
- 20.2 Wyoming Relay users shall have input on the quality of the delivery of relay service. Proposals shall describe how Wyoming Relay users will be included in evaluation of the relay service. Specifically, this description shall explain methods for consumer input and how the recommendations will be incorporated in the policies of the relay service.
- 20.3 The Agency reserves the right to establish an evaluation of Wyoming Relay Service, or to require reports of service evaluations performed by providers. The Agency also reserves the right to audit the Contractor at the Agency's expense to assess compliance with any and all contract requirements.

## **VIII. SYSTEM STANDARDS**

### **1. SYSTEM STANDARDS**

- 1.1 The Contractor shall provide and assure adequate personnel, and infrastructure, including any necessary facilities, telecommunications equipment, and software to provide a functionally equivalent telecommunications relay service, as well as to comply with the provisions enumerated in this RFP and subsequent Contract, and any and all other state or federal requirements that affect the provision of telecommunications relay service in Wyoming.
- 1.2 Proposers shall describe their facilities, telecommunications equipment and software, as well as provide a network design diagram that describes their network configuration used in the provision of Telecommunications Relay Services. Include a description of telecommunications trunks, switches, cables, or lines that are connected to the relay center including their proposed location. Also include the way callers will access the service, the way the call traffic will be processed, and the types of inbound and outbound circuits necessary to complete the projected number of local and toll calls.

### **2. PROVIDING QUALIFIED STAFF**

- 2.1 The Contractor shall ensure the active recruitment of persons with disabilities including individuals who are deaf, deaf-blind, hard of hearing, and speech disabled. Preference should also be given to recruiting and hiring individuals with American Sign Language (ASL) fluency, relay service experience, and experience working with the deaf and/or speech-disabled communities. Each proposal must include:
  - a. An organization chart depicting levels and numbers of relay service personnel
  - b. A hiring practice plan documenting outreach to the deaf and speech disabled communities for the purpose of staff recruitment, and copies of job descriptions for each planned position. All staff personnel must be familiar with the special needs of the customer bases which will be served, and should have the ability to communicate with those populations.

### **3. DISABILITY AWARENESS**

- 3.1 All relay service staff of the Contractor, including management, shall receive training in disability issues including, but not limited to, ASL, Deaf culture, issues relating to hard-of-hearing, late-deafened and speech-disabled users, diversity issues, ethics, and confidentiality, as appropriate to his/her position. Each proposal must include an outline of a staff training plan indicating training topics and time frames, and a list of individuals or organizations representing the user communities (deaf, speech-impaired, hard-of-hearing, late-deafened, deaf-blind) that will be used to assist with the training. Upon award, a complete training manual must be provided to the Division of Vocational

Rehabilitation. Changes, updates, and revisions shall be provided to the Division as they are incorporated into the training manual.

- 3.2 Additionally the Contractor shall provide the Contract Administrator a quarterly training report listing the training that occurred, who was trained (by position, not name; for example operators or account managers, etc.), and what topics were covered, with a brief description of the training issues(s).

#### 4. LOCATION OF TRS CENTER(S)

- 4.1 An in-state relay service center is not a requirement of this RFP.
- 4.2 Proposers shall identify the number and location of relay center(s) where Wyoming Relay traffic will be routed, with a description of facilities and personnel, and a conceptual floor plan of the relay center(s) that identifies each functional area and equipment type. Also describe the call routing procedure. Include in this description information on the routing by call types or features; for example, if STS, VRS, or Spanish calls are routed only to specific centers as opposed to all centers. The Contractor shall also provide a list of the range of operator numbers that will be used for each relay center Wyoming Relay traffic is routed to. Any changes, additions, or deletions to this list shall be submitted to the Agency within thirty (30) days.
- 4.3 Proposers shall describe how they will ensure that relay operators at each relay center location will have an understanding of Wyoming culture and an ability to use accents, names, words, and pronunciations which can easily be understood by Wyoming citizens.

#### 5. SECURITY

- 5.1 Relay center(s) must be constructed and operated in such a manner that access to relay operator positions is denied to the public and unauthorized employees of the proposer. Relay service operations (relay operators performing their relay function) must be performed in proposer facilities located physically within the relay center. Proposals shall describe what measures shall be in place to secure the relay center(s) from unauthorized access and malicious actions from both outside and from within the relay center(s)' physical and logical environments.

#### 6. WORKSPACE ACCOMMODATIONS FOR CALL PRIVACY AND CONFIDENTIALITY

- 6.1 The Contractor shall ensure that the equipment and structural accommodations made to the operator workspace will ensure the total confidentiality of relay user's calls, and prevent the relay users on one call from overhearing a relay operator processing another call. Such incidents will be considered a breach of confidentiality on the part of the relay provider.

7. QUIET ENVIRONMENT FOR STS

- 7.1 Contractors shall ensure that the work area for STS relay operators is quiet and free from distractions so that STS relay operators have the ability to hear and concentrate on STS user's speech.

8. TRANSMISSION CIRCUITS

- 8.1 The Contractor's transmission circuits for Standard Telecommunication Relay must meet or exceed FCC and Inter-exchange Carrier performance standards. The circuits must be able to carry/provide the optional services offered by the inbound callers ILEC/CLEC in a functionally equivalent manner (example: Caller ID). The Relay user must not be required to perform any additional steps or interaction to invoke the optional service if he/she has already paid for the optional service, offered by the local phone company, on the phone line being used to dial into the Relay center. Any operator service offered must be technically equivalent, and may not be simulated to mimic the local phone company's option service.
- 8.2 The Contractor's transmission circuits shall meet or exceed FCC inter-exchange performance standards for circuit loss and noise.
- 8.3 Telecommunications equipment, including station terminals, must be capable of receiving and transmitting in both Baudot and ASCII codes at any speeds generally in use.
- 8.4 Proposals shall include a discussion of whether or not compatibility with alternate protocols (codes for sending and receiving conversations) is provided. Examples include but are not limited to "Turbo Code" and "E-Turbo Code" from Ultratec, "Fast Type" from Krown, and "High Speed" of Ameriphone. If alternative protocols are provided, discuss how these services are integrated into relay facilities and services.

9. COMPATIBILITY

- 9.1 The Contractor's terminals, keyboards, and modems must be compatible with TTY devices in service and must receive, (or access) and handle TTY calls at any Baud rate currently in use. These devices must also receive, access, and communicate with computers at any speed currently in use.

10. OUTBOUND VOLUME CONTROL

- 10.1 The Contractor's system should have the ability to increase the volume on the outbound leg of the call for both the operator's microphone when the operator is voicing, and the outbound line when the Relay user is voicing, as in an HCO call. This control is to be independent of the operator's headset receiver control. Proposals should describe the system that will be used to control volume.



11. AUTO-SWITCHABLE MODEMS

11.1 Modems must be auto-answer and auto-switchable at all speeds.

12. LATEST TECHNOLOGY INCLUDING SS7

12.1 The Contractor must provide equipment that incorporates the latest technology and support equivalency to all standard phone services. These services include Automatic Number Identification (ANI), Caller ID, call forwarding, call waiting, call blocking, automatic callback, and other service enhancements which increase the functional equivalency of the relay service for all calls, both carried on the provider's network or sent out to inter-exchange carrier (IXC) networks.

12.2 Such provisions may include access and application of Signaling System 7 (SS7) technology. SS7 affords TRS customers numerous benefits now widely available to voice users. In addition to Caller ID and similar service enhancements, SS7 provides for the efficient transfer of essential data for emergency call handling through TRS. The Contractor shall comply with all requirements in the Second Report and Order, Order on Reconsideration and Notice of Proposed Rule Making, adopted June 17, 2003, CC Docket No. 98-67 and CG Docket No. 03-123, or future FCC direction.

12.3 The Contractor shall pass, send, and receive all calling line identification information, or "Caller ID," from all relay users calling through Wyoming Relay. With each outbound relay call placed by a relay operator, the inbound relay caller's phone number shall be automatically provided to the outbound relay called party for display on the called party's (phone or TTY) Caller ID display. This includes users calling through the Wyoming Relay facility on both local and carrier of choice (i.e. long distance) relay calls. This also includes providing blocking information to the called party. The relay caller's number shall not be automatically passed on to the called party if the calling party has Caller ID blocking invoked by their local telephone company or if the customer requests blocking. Note: For this requirement to be fully functional the called party must also have Caller ID services provided by their local telephone company or other functionally equivalent services, and must have compatible equipment capable of displaying Caller ID text messages.

12.4 Proposals shall list and describe any technology used, SS7 or otherwise, to provide functional equivalency of the relay service, and include specifics on how Caller ID service will be provided.

13. SWITCHING SYSTEM

13.1 The switching system shall include: a redundant central processing unit (CPU) on "hot stand-by," or other comparable mechanism, to ensure that no calls are dropped due to processor failure; a full maintenance and administrative terminal with keyboard, screen and printer capabilities; on-line system monitoring; real time programming capabilities

which will not take the system off-line; the ability to perform preventative maintenance without taking the system off line; and an inventory of spare critical components (to be defined by the proposer) which are maintained on site to ensure the required levels of service are met.

14. UNINTERRUPTIBLE POWER SYSTEM

- 14.1 Relay center(s) must have backup systems sufficient to allow the relay center(s) to operate at busy season or busy hour load for a minimum of twelve (12) hours after a power failure. The uninterruptible power must support the switching system and its peripherals, switch room environment (i.e., air conditioning or heating, fire suppression system, emergency lights and system alarms), relay operator consoles/terminals, work site and facility lighting, and Call Detail Record (CDR) recording.

15. TECHNOLOGY UPGRADES

- 15.1 Proposers shall describe the methods used to ensure that the proposed relay service will be progressively modified to adapt to improvements in technology and to incorporate state-of-the-art relay service technology upgrades. Also include a discussion of how you will keep the Agency, customers and the general public informed of technological and service advances. Include in the description the process used to determine if the new technology is reliable, what proprietary precautions or measures you would require and the procedure for pricing the new technology.

16. SERVICE EXPANSION

- 16.1 The Contractor must have the capability to meet all possible call volumes including potential long-term increases in call volume and short-term “spikes” of increased calls for all call types. Describe and detail how such long-term increases will be handled, as well as unanticipated surges in traffic. The description shall include a discussion of traffic analysis including your methodology for predicting changes in service demand, and plans for expanding trunk capacity, operator work stations, staffing, facilities, and equipment capacity. The description shall also indicate how you will determine the lag time required, adjusting for increases or decreases in service demand and have the ability to maintain the service standards specified in this RFP.
- 16.2 During service expansion or changes, the Contractor shall maintain adherence with all requirements set forth herein.

17. CALL TYPE DETERMINATION

- 17.1 The proposal shall describe the methodology that will be used to determine and record the call type for all inbound calls.
- 17.2 Example: Deaf/Blind user places a call on the TTY line. The caller must be recognized by the Contractor’s system as a deaf/blind user if he/she has a Customer Preference

Database record, if the user is branded as a deaf/blind user, or at the operator's discretion when the customer asks for slower typing because she/he is deaf blind. Another example: A 2-Line VCO user calls on the TTY line, asks for 2-Line VCO, and the operator has to switch to the appropriate call type.

18. OPEN LINE FOR STS CALLS

18.1 For all Wyoming Relay calls involving STS, an open line with no switching must be provided so that the caller and the called party can both speak or listen. This open line must be configured so that the relay operator, and the caller and called party with hearing capabilities, can all hear each other at all times. The outcome would be similar to that observed in three-way calling. An open line also allows the standard phone caller to acknowledge comprehension if they understood the speech-disabled person, but the relay operator did not.

19. MACROS

19.1 Within thirty (30) days after contract award, the Contractor shall provide to the Agency a complete, detailed list of all macros used or planned to be used. For the duration of this Contract, all modifications to this list shall be given to the Agency at least one week before implementation.

20. AUTOMATIC SPELL CHECK AND AUTO-CORRECTION

20.1 The Contractor's system should have an automatic spell check and/or auto correction function. This is a service that automatically corrects many of the relay operator's spelling, typographical, and grammatical errors. The proposer shall describe the system available, how it functions, and give the size of the dictionary used by the system.

21. AUTOMATIC CHANGE OF TTY ABBREVIATIONS UPON REQUEST

21.1 The Contractor's system should have the ability to change TTY Abbreviations to full words upon request. Example: Late deafened VCO user is not comfortable with TTY abbreviations and prefers full words.

22. USE OF AUTOMATIC NUMBER IDENTIFICATION (ANI)

22.1 Wyoming Relay will utilize Automatic Number Identification (ANI) technology so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange carrier (LEC). If the operator does not receive the ANI, and needs to ask the customer for their phone number, the operator is to explain to the inbound party the reason(s) she/he is asking for the phone number.

23. DISASTER RECOVERY PLAN

- 23.1 Proposals shall include a detailed plan (not just an outline) to recover data and restore relay service in the event of natural or man-made disasters. The plan should detail the levels and time frames of escalation which will be employed to address the problem and restore service. This plan should be periodically reviewed and updated and the proposal shall include a description of how and when the plan will be reviewed and updated. The Agency must be notified of any disruption in service in which thirty percent (30%) or more of the incoming traffic is abandoned for a time period of thirty (30) or more minutes. Such notification shall take place within three (3) hours of the time the disruption begins or by 8:30 a.m. on the next business day if the notification would otherwise occur outside normal business hours. A written report explaining how and when the problem occurred, what was required to correct it, and the time and date when Wyoming Relay resumed full operation must be given to the Agency within five (5) days of resumption of operation.
- 23.2 As an augmentation to the above minimum requirements for a disaster recovery plan, the proposer will provide detailed plans which address how the proposer plans to cope with specific disasters. These may include: alternate switching of calls including network diagrams identifying where traffic will be rerouted if vulnerable circuits become inoperable; the provision of redundant circuits to geographic areas where users are concentrated; a contingency plan for how disasters will be handled which are not part of the network but which may affect the network (e.g., winter storm affecting transportation, act of terrorism); and/or other areas which the proposer considers important to include in a disaster recovery plan.

24. RECORDED ANNOUNCEMENTS FOR SYSTEM FAILURES

- 24.1 The Contractor must provide the required recorded announcements as appropriate that are provided if a system failure occurs within the Relay switch or on outbound circuits in both voice and text. Minutes of use attributed to accessing these recorded announcements shall not be included in billable minutes. Please describe the message(s) used and how quickly the message(s) can be enabled and disabled.

25. BLOCKAGE RATE

- 25.1 The Contractor shall include adequate staffing to provide Wyoming Relay callers with efficient access under projected calling volumes so that the probability of a busy response due to relay operator unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network. The average daily blockage rate for all calls to each of the Wyoming Relay access telephone numbers shall be no greater than P.01 (one call out of 100). The blockage rate will be measured by sampling the number of calls being blocked at a minimum of every thirty (30) minutes for each 24-hour period. If a call rings or is in queue/hold in excess of ninety (90) seconds, it is to be considered a blocked call. Liquidated damages may be

assessed for any day that blockage standards are not met. This information shall be reported monthly to the Agency.

26. AVERAGE SPEED OF ANSWER (ASA)

- 26.1 Ninety percent (90%) of all calls, except during network failure, shall be answered within ten (10) seconds on a daily basis by any method which results in the caller's call immediately being placed, not put in queue or on hold. Additionally, the average speed of answer shall be at or less than 3.3 seconds, measured on a daily basis. Abandoned calls shall be included in the speed-of-answer calculation. Average speed of answer shall be measured on a daily basis. Liquidated damages may be assessed for any day that answer time standards are not met.
- 26.2 Measurement of ASA shall begin when the Contractor's switch (ACD-Automatic Call Distribution) accepts the call from the local exchange carrier (LEC) and the public switched network delivers the call to the Relay Center. The Relay Center shall accept all calls immediately when offered by the LEC (without delay) or return of a busy signal. Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live operator ready to relay the call. This does not include the call being put in queue or on hold or being answered for any other reason except the immediate initiation of the actual outbound call out-dial and relaying of the call. An acknowledgment that the customer is waiting on the line shall not constitute an answer. ASA must be measured by an average of actual answer times calculated as the sum of all individual call answer times divided by the number of inbound calls, not by periodic sampling, nor by an average of averages. Any call not answered within ninety (90) seconds will be considered a blocked call and reported accordingly.

27. COURTESY INTERCEPT MESSAGE

- 27.1 The Contractor shall provide a courtesy intercept message in the event call delays significantly exceed required answering speed and service level thresholds. The courtesy intercept message shall be sent once the call delay reaches 60 seconds and will inform users they have reached Wyoming Relay, that it is currently experiencing difficulties and that their call will be answered by the next available operator. The courtesy intercept message is subject to the review and approval of the Agency. This message provides the relay user with the useful information that they dialed the right number and have reached the relay center. A courtesy intercept message does not constitute an answer. Accordingly, using the courtesy intercept message in no way alters the Average Speed of Answer requirement in this RFP.

## **IX. BILLING AND CALL RECORDS STANDARDS**

### **1. BILLING STANDARDS/ACCESS**

- 1.1 Charges to relay users will cost no more than charges for functionally equivalent service paid by callers who use “regular” or “mainstream” phone service.

### **2. COIN SENT PAID**

- 2.1 On March 16, 2001, the FCC issued its Second Further Notice of Proposed Rule Making, FCC-01-89, concerning payphone requirements, which continues the suspension of coin sent paid but requires that TRS providers accept alternative billing arrangements (credit card, etc) from payphones. The Federal Communications Commission eliminated the coin sent-paid requirement and encourages specific outreach and education programs to inform TRS users of their options when placing calls from payphones in a Fifth Report and Order Adopted 09/27/2002.
  - a. No Charge for Local Calls from Pay Phones – A caller will dial the regular TRS number from a pay telephone. Once the TRS Center is reached, the caller will give the operator the number to call. If this is a local call from a pay telephone, the call will be completed at no cost to the caller.
  - b. Pre-paid Cards/Calling Cards from Pay Phones – If a call is a toll or long distance call, the TRS caller will give the operator both the number to call and his/her calling card number or pre-paid card number. The operator will verify the number and connect the call. The operator will ask for the dialing instructions, which are listed, on the prepaid card. The operator will tell the user the amount of minutes/units left on the card. The call is then connected, and the Relay call begins.
    - i. During the term of the Contract, if there are pre-paid cards that the Contractor does not accept, a list of all restricted pre-paid cards shall be submitted to the Contract Administrator.
    - ii. The Contractor must, at the request of the Agency, provide written justification for excluding a prepaid, debit, or other phone card that they include on their list of unacceptable cards.
    - iii. In the event that the Contractor’s explanation is not acceptable to the Agency, the Contractor will be required to accept the card.
    - iv. The Contractor will submit a list of all acceptable debit cards. The Contractor will provide an updated version of both lists semi-annually to the Agency.
  - c. Proposers shall describe their current or planned efforts to educate relay service users about how they can reach relay service centers from pay phones. As directed by the FCC, this material should educate relay service users about access to the relay service through pay phones without advertising the individual relay providers or telecommunications companies.

3. CHARGES FOR LOCAL CALLS

- 3.1 The calling and called parties shall bear no charges for calls originating and terminating within the same toll-free local calling area. It shall be the responsibility of the Contractor to obtain information concerning the location of toll-free calling routes.

4. EXTENDED AREA SERVICE (EAS)

- 4.1 The system must ensure that relay users are not billed for toll usage when completing EAS calls. It shall be the Contractor's responsibility to obtain information concerning these routes and calling plans. If a Local Exchange Carrier (LEC) establishes an EAS the Contractor shall coordinate with the LEC the rate change from a toll to a non-toll call.

5. CHARGES FOR CALLS MADE TO A RECORDED OR INTERACTIVE MESSAGE

- 5.1 The Contractor shall not impose a charge for additional calls that must be made by the relay operator to complete a call to a recorded or interactive message.

6. ASK FOR CARRIER OF CHOICE

- 6.1 The Contractor must ask the relay user his/her long distance or Intra-LATA toll carrier of choice for every call if that information is not automatically available through the Customer Preference Database or offered directly by the inbound caller at the time of the call for any outbound long distance or toll calls. If proposers have developed a method which allows them to receive information on the caller's carrier of choice automatically from the LEC, please describe.

7. CARRIER OF CHOICE NOT AVAILABLE

- 7.1 If the inbound caller's Carrier of Choice is not available via Wyoming Relay, the call may be placed by the provider, after asking if the provider's long distance or Intra-LATA service is acceptable to the inbound caller. Long distance and toll calls placed and billed by the relay provider through the relay service shall be billed to the caller at the provider's lowest subscriber rate. Casual user charge or other additional charges shall not apply.

8. CARRIER OF CHOICE IS AVAILABLE

- 8.1 The Contractor shall provide access for intrastate, interstate, and international long distance services to user's choice of IXC's at that carrier's rates and using that carrier's calling card or phone debit card.

9. MULTIPLE CALLS USING CALLING CARDS AND PHONE DEBIT CARDS.

- 9.1 The Contractor shall allow multiple outbound calls to be placed using a calling card or phone debit card without having to supply the operator with the toll-free number, PIN, or

access code and card instructions each time an outbound call is associated with the same inbound call.

10. CREDIT AUTHORIZATION DENIED

10.1 The Contractor may decline to complete a call when credit authorization is denied.

11. INTERSTATE AND INTERNATIONAL COST REIMBURSEMENT

11.1 The Contractor must provide interstate and international service through the Wyoming Relay, recovering their cost through the reimbursement mechanism established and maintained by the FCC designated interstate TRS fund administrator.

12. INBOUND INTERNATIONAL CALLS

12.1 The Contractor shall provide international access to calls into Wyoming Relay when the inbound caller is outside the United States. Proposals shall describe procedures for the processing of international calls.

13. INBOUND DOMESTIC CALLS

13.1 The Contractor must, at no cost to the person placing the call, provide toll-free inbound service to Wyoming Relay from within the United States.

14. CELLULAR FLAT RATE CALLING PLANS

14.1 Proposals shall discuss how cellular telephone calls will be billed and how proposers will ensure that callers making local calls on a cell phone will not incur any toll charges.

15. OTHER WIRELESS FLAT RATE PLANS

15.1 The Contractor will ensure that flat rate plans purchased by wireless users enable them to access Wyoming Relay without incurring any additional charge. This will include, but not be limited to, access to Wyoming Relay via text pager, Personal Digital Assistant (PDA), or other wireless devices able to initiate and receive text messaging.

16. SENT-PAID CALLS

16.1 Proposals shall describe the method of billing charges for collect calls, person-to-person calls, calls charged to a third party, and calls charged to a credit card.

17. SYSTEM BILLING PROCESS

17.1 The Contractor must ensure that call detail record generation will be automated and available for audit and real time monitoring.



18. BILLING ACCOUNT CODES

- 18.1 The call billing system must work from account codes equal to the size of the originating telephone number and the terminating telephone number to compute the actual cost. The system must generate all required billing data on an appropriate media to provide for printing the appropriate rate on the caller's regular telephone bill, so designated as a Relay call, and requiring the caller to pay said amount with his/her regular telephone bill payment. The call billing system must be automated. Hand written tickets or call records are not acceptable. Proposals shall describe the system to be used for identifying and recording toll calls for billing purposes. Proposals shall also contain a sample bill format which shows how long-distance charges will appear on the end user's bill and an explanation of how the billing record detail will be transmitted to the billing agent (if applicable).

19. CALLER-PROVIDED INFORMATION

- 19.1 The Contractor may require that a caller provide NPA/NXX type information to identify the caller's local calling area if that information is necessary to distinguish local calls from toll calls and allow for faster call set up.

20. INVOICING/BILLING RECORD

- 20.1 The billing account record shall contain, at a minimum, the following information:
- a. Telephone number or credit/calling card number to be billed (NPA-prefix-line number)
  - b. Originating telephone number (NPA-prefix-line number)
  - c. Terminating telephone number (NPA-prefix-line number)
  - d. Date
  - e. Start time (the actual time the calling party is initially connected to the called party or to an answering machine at the called party's number, or intercept message for the called number)
  - f. End time (the time when either the called party or the calling party hangs up, whichever occurs first)
  - g. Length of Call rounded up to not more than the nearest tenth (1/10) of a minute (the amount of time in between start time and end time)

21. TOLL-FREE CALLS

- 21.1 The Contractor shall offer calls to 800, 888 and all other toll-free numbers. The calling party shall bear no charges for calls terminating within a toll-free calling scope. The Contractor shall recover their cost for interstate toll-free service through the reimbursement mechanism established and maintained by the FCC designated interstate TRS fund administrator. (Currently the plan calls for the cost of 49% of the toll-free minutes to be recovered from the state and for the cost of 51% of the toll-free minutes to be recovered from the interstate TRS fund administrator.)

## **X. RELAY OPERATOR (COMMUNICATION ASSISTANT) STANDARDS**

### **1. RELAY OPERATOR QUALIFICATIONS**

- 1.1 Proposals shall detail employee recruitment and selection procedures, demonstrating that persons selected and employed as relay operators meet all proficiency requirements as specified in this RFP. Relay operators shall be able to expeditiously and accurately relay the contents of calls without intervening in the communications. Requirements include but are not limited to:
  - 1.1.1 Education: At a minimum a high school diploma or GED equivalence.
  - 1.1.2 Spelling Skills: At a minimum possess spelling skills at a level equivalent to those used in the first year of college.
  - 1.1.3 English Language Skills: Including proficient skills in English grammar and vocabulary. Likewise Spanish relay operators must be fluent in Spanish and have proficient skills in Spanish grammar and vocabulary.
  - 1.1.4 Understandable Voice: Operators shall be able to speak in a clear, articulate, accent-neutral manner using names, words and pronunciations which can easily be understood by Wyoming citizens.
  - 1.1.5 Typing Speed: At entry level, prior to handling calls, a relay operator must have a minimum typing speed of sixty (60) words per minute with a maximum error rate of no greater than five percent (5%). Typing speed may initially be tested using standard typing tests of a least five (5) minutes duration. Relay operators must be tested every six (6) months to ensure that the sixty (60) wpm for five (5) minute standard is maintained. These periodic tests shall simulate actual working conditions (oral-to-type) and cannot utilize standard typing tests (text to text). Tests should be sufficiently modified to ensure that communication assistants cannot learn the tests. Proposals shall describe the typing test procedures as well as the method of calculating the typing speed including how macros are handled and how typing errors affect the calculation.
  - 1.1.6 Translation/Interpretation: An ability to understand callers using limited English or ASL gloss, and to translate/interpret limited written English or ASL gloss, to correct spoken English as well as to type spoken English back to an ASL user in an English structure matching the register of the ASL gloss. In the event a relay operator cannot translate ASL to English and vice versa, the proposer shall ensure that a person fluent in ASL translation is available at all times from anywhere in the Relay Center to assist relay operators with ASL translation. Proposers will demonstrate how they plan to train relay operators to translate

these calls and at what level they consider relay operators to be fully trained in this capacity. Proposers shall also detail the screening procedures for translator/interpreters who are fluent in ASL who will be providing assistance to the operators with ASL translation. Either the inbound or outbound caller may request an ASL translation/interpretation. Both the inbound and outbound caller must be kept informed that the translator/interpreter relay operator has been summoned, that they have the right to refuse the translation/interpretation at any time, and be informed of any delays in obtaining a translator/interpreter. If either party refuses the translator/interpreter, the operator shall convey that information and any ensuing conversation between the two parties regarding the translation/interpretation.

2. VRS INTERPRETERS/OPERATORS

- 2.1 The Contractor shall ensure that VRS Interpreters/Operators are qualified interpreters. A “qualified interpreter” is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Proposals shall detail VRS interpreter/operator recruitment and selection procedures

3. SUPERVISORY PERSONNEL

- 3.1 The Contractor shall employ a sufficient number of supervisory personnel to oversee relay operators and to maintain required service levels. In addition to experience and supervisory or management training, supervisors shall meet the same qualifications and have the same training as the relay operators they supervise. Proposal shall discuss what the proposer looks for in hiring supervisors, and how they are trained, as well as staffing patterns to ensure that there is always a supervisor available to callers on-line for all call types available including STS, Spanish and VRS. Proposals shall include information on supervisor to relay operator ratios.

4. RELAY OPERATOR TRAINING

- 4.1 Provide with your proposal a plan for providing initial and ongoing training to operators. Proposals shall list how many hours of initial and continuing education are provided to relay operators and include training curriculum. Relay operator training shall include, but not be limited to, instruction on proper translation of written/taped ASL (gloss and grammar) and when to seek additional assistance from an ASL translator/interpreter who is fluent in ASL; information about deaf culture; information about needs of deaf, hard-of-hearing, deaf-blind, speech-disabled and late-deafened users; operation of relay telecommunications equipment; TTY etiquette; the relay operator’s role in the relay process; specific training on all call types; and interpersonal skills training to deal with difficult or stressful situations. Training will involve simulated and live on-line call processing. Trainees shall be identified to both customers of a telecommunications relay call at the onset of each conversation to avoid potential for criticism of relay operator quality. Appropriate portions of in-service training for relay operators shall be provided by experts from the deaf, hard-of-hearing, deaf-blind, late deafened and speech-impaired

communities in the fields, including but not limited to language interpreting, ASL and Deaf culture, and issues affecting hard-of-hearing, late deafened, and speech-disabled users. Alternatively, the proposal must demonstrate that such expertise exists on staff. The Contractor must ensure that all staff members working in any position with telecommunications relay service receive this training.

- 4.2 Proposals shall also demonstrate adequate relay operator training on new technologies, new equipment, and new or modified procedures by including with the proposal information on continuing education and in-service training for all relay operators (not only recently hired communication assistants). The Contractor must provide refresher training in any problem areas that arise individually, from the Contractor or Agency monitoring, or as a result of quality assurance testing. The Agency shall be provided with a schedule of all training.

## 5. RELAY OPERATOR PROFICIENCY TEST

- 5.1 The Contractor shall require that all relay operator trainees take and pass a quantifiable, performance-based Relay Operator Proficiency Examination. Any relay operator that cannot pass this examination after the training period will not be utilized as a relay operator. The Proposal must include an outline of this examination. This examination shall cover spelling, grammar, typing, dictation, relay procedures, characteristics of American Sign Language as it may be reflected in the written language of TTY users, Deaf culture, ethics, confidentiality, and professional judgment. The Proposal shall also include any additional testing procedures for relay operators processing Spanish-to-Spanish Calls or if applicable, Spanish-to-English relay calls, Speech-to-Speech relay calls and Video Relay Service calls. This test shall have as its minimum requirements the proficiency skills for relay operators mandated by this RFP. The Contractor will have a testing procedure that will screen operators able to translate calls without the assistance of the ASL translator/interpreter. The Contractor must have written criteria that will be used to determine at what point operators are fully trained in this capacity. Documentation of operator testing shall be retained by the Contractor, and may be subject to audit. The relay center shall make sure that material from these tests are not available to the relay operators before testing time and must change portions of the tests at least annually. The proposer will demonstrate how relay operators performance will be regularly evaluated and how the evaluations will be used to insure the provision of high quality relay service.
- 5.2 Upon Contract award, and at least annually, the Contractor will provide a list of all relay operators by number with their most recently tested typing speed.
- 5.3 The Contractor will also ensure that relay operator proficiency examination(s) are provided within thirty (30) days after the Contract award.

## 6. ADDITIONAL TESTING FOR STS OPERATORS

- 6.1 The Contractor shall test the hearing of STS operators to assure that they are competent

to understand people with a variety of speech disabilities. Each STS operator must score ninety-two percent (92%) or higher in each ear using a 50 word, W-22 or NU6 speech recognition test. Each STS operator must measure hearing acuity of 20dB or less in each ear using a pure tone test. The audiologist shall be a state licensed professional audiologist or be certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A).

- 6.2 STS operators shall be screened to assure their ability to understand the irregular speech patterns of people with speech disabilities. Proposals shall explain how acceptable STS relay operator's speech comprehension levels are defined and how the proposer ensures that all STS relay operators meet those criteria.

## 7. RELAY OPERATOR MONITORING

- 7.1 The Contractor will ensure that the supervisor has the capability for remote silent monitoring of both the standard phone and the TTY (or other call type) leg of a call being processed by any operator. Operators will be monitored during training and as needed to ensure that proper procedures are being followed and that calls are being relayed appropriately. Observing or listening to actual calls by anyone other than the relay operator is prohibited except for training or monitoring purposes.

## 8. PROCEDURES FOR RELAYING COMMUNICATIONS

- 8.1 The proposer shall indicate agreement with these procedures and provide additional information where requested or when the proposer feels it is necessary.
- 8.2 Relay operators must convey the full content, context and intent of the communication they relay. It is very important that relay operators convey intent. Relay operators shall be as transparent as possible to relay users. Relay operators must strive to maintain functional equivalence for both the TTY relay user (or other call type user) and the standard phone user when communication is being relayed. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation must be relayed. Relay operators shall accurately and faithfully convey the spirit and content of all calls. Unless requested otherwise by a user, the communication assistant will relay all calls according to the following procedures:
  - 8.2.1 Full Control of the Relay Call Remains with the Relay User – The relay user shall have the option of telling the operator what aspects of the call she or he will handle. For example, the TTY user may request to introduce relay services to the called party, rather than have the operator do it.
  - 8.2.2 Relay operators may request that the speaking party slow down or stop speaking if necessary to insure comprehension of the conversation.
  - 8.2.3 Number calling verification – The operator shall confirm a user's outbound number. When the text-based user gives the calling number to the operator, the

system or operator will automatically type back the number dialed.

- 8.2.4 Neutral position – The operator shall not have side conversations with either the standard phone or TTY users (or other call type users). The operator shall never become an active participant in a call by giving opinions, suggestions, or answers to questions posed by either the TTY user (or other call type user) or standard phone user. The operator will not make any value judgments on the profanity, obscenity, or legality of any messages.
- 8.2.5 Call Status – Relay operators shall keep the text user informed of the status of the call, including but not limited to, (dialing), (ringing), (busy), (disconnected), (transferring to the billing department), (fax sound), or (on hold). The relay operator shall maintain contact with the caller during any “hold” period, for the purpose of receiving instructions from the caller such as “hang up and dial again,” or “hang up and call another number.”
- 8.2.6 Comments to the Operator – All comments directed to either party by the operator shall be relayed. These comments shall be typed in parentheses, for example, (will you accept a collect call?) All comments directed to the operator by either party shall also be relayed, for example, (Yes, I will accept the collect call).
- 8.2.7 Keep the User Informed – Operators shall keep the TTY user fully aware of the standard phone user’s tone of voice and inflection. Background noise that the operator hears will be relayed. The operator can type in parentheses that a person is (yelling), (laughing), (crying), or other characteristic of behavior. Judgmental descriptions should be avoided (e.g., angry, rude, disgusted, mad, impatient). The operator will use terms to identify voice characteristics by typing statements like, (sounds angry), (sounds rude), (sounds impatient), etc. Training sessions shall include a discussion of such words and instructions on how to “interpret” the relay user’s tone of voice into descriptive words.
- 8.2.8 Conveyance of TTY Relay User’s Typed Text and Standard User’s Expressive Words – When a relay operator verbalizes for the text relay user, the relay operator shall adopt a conversational tone appropriate to the type of call being made. For example, if a text relay user types “ooohhhhh” or similar expression, the relay operator shall verbalize accordingly. Another example, would be the word “smile,” should not be voiced; the voice tone should indicate a “smile in the voice.” Likewise, a non-TTY user’s groaning may be relayed as “ooohhhh” and excited yes may be relayed as “yyeeesss.”
- 8.2.9 Operator Number and Gender – A Relay user shall be given the operator’s identifying number and gender, for example OPR XXXX (F or M) where XXXX indicates the number assigned to that operator and the letters F or M indicate the operator’s gender at the beginning and end of the Relay call. A relay user shall be informed if there is a change of operator during the call, and given the new

operator number and gender when the change of operator is made. The operator shall voice this information to any user who receives information by auditory means. Upon request of the Relay user, the operator will be switched to the requested gender.

- 8.2.10 Identification of Gender of Standard Telephone Relay User – To the extent possible, the relay operator shall identify whether the non-TTY user is female or male using parentheses as the beginning of a call as follows: “(M)” or “(F).”
- 8.2.11 Background Noise Identified – The relay operator will identify background noise (e.g. baby crying, dog barking, music) to TTY relay users.
- 8.2.12 Change of Voice User During a Call – The relay operator shall indicate to the relay user if another person comes on the line.
- 8.2.13 Explanation of Relay Service – The Contractor shall have standard explanations of the various types of relay that will be used by all operators. Provide with your proposal, standard explanations of the various types of relay calls that will be used by all operators and the procedures for providing the explanations. When the operator needs to explain the relay to a standard phone user, the operator shall type (explaining Relay) for the benefit of the relay user. Conversely, when the operator needs to explain Relay service to a TTY (or other call type) user, the operator will inform the standard phone user that an explanation is taking place.
- 8.2.14 Parentheses for Non-Conversation Items – The relay operator shall type in parentheses all contents of a relay call that are not part of the relay user’s conversation including those items discussed in this section.
- 8.2.15 Third Party Reference – If either party uses the third person form of speech, the operator shall relay the statement in the third person.
- 8.2.16 Change of Relay Operator During a Call – Change of relay operator during a call is discouraged. An operator must stay on a STS call for a minimum of fifteen (15) minutes or on a non-STS (TRS or VRS) call for a minimum of ten (10) minutes. If a change is necessary, both parties shall be informed, and the new operator identification number and sex shall be announced. Regardless of the situation, the operator will wait until either party has completed their exchange (typed or stated “GA”) before executing an in-call replacement. If a change of operators is requested by the TTY (or other call type) or standard phone user, without explanation, it shall be done without questioning either party. Describe the procedure in the event that a call must be transferred to another operator.
- 8.2.17 Garbled Transmission – If a TTY transmission is garbled or unintelligible, the relay operator shall inform the TTY-user and suggest possible solutions to the problem. If the problem persists, the relay operator will recommend that the caller hang up and try again.

- 8.2.18 Outgoing Call Procedure – After a minimum of ten (10) rings on outgoing calls, the relay operator will notify the caller that the called party is not answering and ask the caller if they want to continue the call. A relay operator will allow for more rings upon the request of the caller.
- 8.2.19 Error Correction – If a typing error is made that is not automatically corrected, operators shall continue in a forward direction by typing “XXX” (common TTY convention for error) and retyping the word or number correctly, rather than using the backspace key to correct typing errors.
- 8.2.20 Remaining on the Line – If either party wishes to speak to a supervisor, the operator is to hold onto the call while contacting a supervisor and resolving a customer concern. Proposals shall explain the proposer’s procedure for operators to stay on the line, and whether the relay operator will stay on the line until both parties have terminated the call or whether the relay operator will disconnect the outbound call when the inbound caller disconnects.
- 8.2.21 Verification of Spelling – Relay operators shall verify spelling of proper nouns, numbers, and addresses that are spoken as necessary. Example: To voice user: “is that name S M I T H?” To the TTY user: “(asking spelling of name)”
- 8.2.22 Translation for Users that have Limited Written English Language Skills – Those users having limited written English language skills may have their calls translated into English, allowing hearing users to understand the call for easy communication. If the relay operator is unable to translate the conversation, a person fluent in ASL and English must be available to assist the relay operator. The hearing user’s English may be translated back into written English at a level that the TTY user can comprehend. TTY users may instruct the relay operator either to voice standard English or voice the words typed verbatim by the user. If no specific instruction is given, ASL will be translated to English and spoken English translated to written English, at a level the deaf person can comprehend.
- 8.2.23 Accuracy of Information in a Relay Call – Operators must convey the full content, context, and intent of the communication they relay. Operators are not to leave out words or phrases, summarize, paraphrase, add or change the content of the call unless requested otherwise by a user. Example: “I know what the answering machine message says; just let me know when to leave my message.” Relay operators shall type to the TTY user or verbalize to the non-TTY user exactly what is said from the onset to completion of the call, unless either customer specifically requests otherwise.
- 8.2.24 Re-dialing of Busy Numbers – The operator, if requested by the caller, shall permit unlimited re-dials to a busy number. The caller will not be required to give calling information each time. This is to include, but not be limited to, local calls, phone debit card calls, and long distance calls.



- 8.2.25 Relay users shall not be required to give their names or the names of the parties they are calling. If names are given, this information shall not be recorded in any form without the permission and knowledge of both relay users (except for toll billing purposes). When having the name would help facilitate the call, the relay operator may ask for that information and explain the purpose of doing so. However, the relay operator shall not refuse to process a call if the caller does not wish to give a name.
- 8.2.26 An STS operator may facilitate the call of an STS user with a speech disability so long as the relay operator does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object.
- 8.2.27 STS users may request that the STS relay operator only repeat what they say when the standard phone user misses a word.
- 8.2.28 STS operators may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS operator to retain such information, or the operator may ask the caller if he wants the operator to repeat the same information during subsequent calls. The STS operator may retain the information only for as long as it takes to complete the subsequent calls.
- 8.2.29 STS relay operators shall never guess what the speech disabled caller says, but will request clarification. For example: “Apple” differs from “ample,” “articulate” differs from “article,” “pants” differs from “Lance.”
- 8.2.30 The Contractor is to ensure that STS users are able to choose, on a call-by-call basis, whether or not the other party will be allowed to hear the speech-disabled person’s voice.

## 9. ANSWERING MACHINE PROCEDURES

- 9.1 Answering Machine Procedure- Proposers shall provide a detailed description of the procedures to be used when relaying calls to and/or from answering machines, audiotext, interactive voice response units, voice-driven menu systems, or other voice processing systems.
- 9.2 The relay operator shall relay recorded messages from, and leave recorded messages on, telephone answering machines or other voice processing systems at the request of the caller. The relay operator will inform the caller when an answering machine has been reached and transmit to the caller the full content of the outgoing message, unless otherwise directed by the caller. The relay operator will ask the caller if he/she wishes to leave a message. The operator will relay the caller’s complete message to the machine, either by voice or by TTY. If the caller instructs the operator to leave a TTY message on a voice answering machine, or if an answering machine has both voice and a TTY

outgoing message, the operator will leave the message as instructed. The operator will confirm to the caller that the message has been left. The caller will only be charged for one call (the first call) regardless of the number of re-dials required to capture the full outgoing message and to leave a message.

- 9.3 The relay operator may use a “hot key” to alert the user of the presence of a recorded or interactive message for the number called. The relay operator may be allowed to record interactive or recorded messages to be used in order to facilitate the existing call, for the length of the call only.
- 9.4 STS users may be allowed to recite a prepared message for answering machine before making the call which may then be left on an answering machine in the STS relay operator’s voice.
- 9.5 Message Retrieval from Voice Processing Systems – Operators will retrieve messages from voice processing systems (answering machines, voice mail, etc.) and relay a TTY message to a standard phone user or a voice message to a TTY user. Proposers shall provide a detailed description of the Contractor’s ability and procedures to be used when retrieving messages from answering machines at the same location or from remote location answering machines. The procedures shall include methods for obtaining any necessary system access codes from the user and equipment required by the relay user to access this feature.

## 10. OPERATOR POLICY AND PROCEDURE/TRAINING MANUALS

- 10.1 Within thirty (30) days after the Contract award, the Contractor shall provide the Division of Vocational Rehabilitation with a complete Operator Policies and Procedures Manual which shall include, but not be limited to, confidentiality, handling of emergency and crisis calls, consequences of non-compliance with policies, and functions and roles of a relay operator, and also any operator training manuals/materials. The Contractor will also ensure that policies, procedures, and training materials/manuals for STS, IP and VRS operators/interpreters are provided within thirty (30) days after the Contract award. All updates shall be submitted to the Agency at the time they are incorporated into the Contractor’s operator/training materials.

## 11. OBSCENITY DIRECTED TO THE RELAY OPERATOR

- 11.1 Relay operators do not have to tolerate obscenity directed at them. The proposer shall specify in the proposal how these situations will be handled. Operators shall not make a value judgment on the profanity, obscenity, or legality of any conversation between the inbound and outbound parties, even if it is referring to an operator, this shall not be construed as obscenity directed at the operator. Escalation procedures of obscenity/abuse shall be in place. It is acceptable to transfer callers using obscenities directed at the relay operators to a supervisor. It is also acceptable to disconnect callers who continue to direct obscenities at the relay operator/supervisor after the aforementioned explanation is given.

## 12. EMERGENCY CALL PROCEDURE

12.1 Although most of Wyoming is covered by 9-1-1 centers prepared to handle TTY calls directly, and TTY users are encouraged to call 9-1-1 directly, the Contractor must have policies and procedures for handling and referring emergency and hotline calls that it receives. Please include these procedures in the proposal. The Contractor shall use a system for incoming emergency calls that at a minimum automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is the designated PSAP to which a direct call from the particular number would be delivered. The Contractor shall ensure that the caller's telephone number is passed to the PSAP when a caller disconnects before being connected to emergency services. The Contractor shall release the caller to the PSAP in certain situations to allow direct TTY-to-TTY communication. Proposals shall also specifically describe processing procedures for emergency calls from users accessing the TRS via mediums other than landlines. The Agency shall approve all procedures.

- a. ANI/ALI – The Contractor must have the ability to receive the call information digits from the inbound caller, store the information digits, and send it out on the outbound call in a manner that will enable the PSAP to use the information to obtain the name, address, and location of the inbound caller without input from the operator.
- b. Change of Operators – Only a supervisor, who has been involved in the entire call, may replace an operator during a 9-1-1 call.
- c. Call Forms for 9-1-1 Calls – All forms used by operators and/or supervisors in relation to 9-1-1 calls must be included in the policy documentation.
- d. PSAP Verification - The Contractor will submit a report to the Agency listing all PSAP phone numbers, verifying that all Wyoming PSAP numbers have been tested to ensure the accuracy of the list at a minimum of every 6 months, or at any time changes are made to the list.
- e. 9-1-1 Report - The Contractor shall submit a monthly report to the Agency that will include the number of calls to 9-1-1 via Wyoming Relay. The report shall detail any problems in contacting the appropriate 9-1-1 center.
- f. The Contractor must be actively involved with organizations working on E-9-1-1 functionality.

## 13. CALLER-PROVIDED INFORMATION

13.1 A proposer may require that a caller provide NPA/NXX type information to identify the caller's local calling area if that information is necessary to distinguish local calls from toll calls and to allow for faster call set up. The proposal must specify how such information would result in faster call set up times and provide justification that no other equipment is available, which would avoid the necessity for callers to provide their phone number.

14. RELAY OPERATOR COUNSELING

- 14.1 The proposal shall outline a counseling and support program that will help relay operators deal with the emotional aspects of relaying calls. Since confidentiality prevents operators from talking about their calls with other operators, friends, or family, operators need to have access to someone they can talk to and trust. They need to be able to talk about their emotions and learn ways to cope with their feelings. Those providing this staff support must have training in dealing with these situations. Operators shall not give the support person the names of the callers involved. The counseling support system must follow the confidentiality procedures required pursuant to this RFP.
- 14.2 Proposals shall list the rate of relay operator turnover and discuss staff retention programs.

15. CONFIDENTIALITY

- 15.1 Relay service shall be provided in a manner that ensures confidentiality regarding existence and content of conversations as required by applicable laws and regulations. All calls shall be totally confidential, meaning that no written or electronic record or notes shall be kept beyond the duration of the call. Operators and supervisory personnel shall not reveal information about any call, except the minimum details necessary for billing purposes.
- 15.2 Proposals shall outline the policies and include a copy of a confidentiality pledge form the Contractor will use to preserve confidentiality. Operators must be required to sign the pledge of confidentiality promising not to disclose the identity of any callers or fellow relay operators or any information obtained during the course of relaying calls, either during the period of employment as an operator or after termination of employment. Such policies should include practices employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the Confidentiality Policy will be provided to a user upon request.
- 15.3 When training new operators by the method of sharing past experiences, trainers shall not reveal any of the following information: names, genders, or ages of the parties to the call; originating or terminating points of the call; or the specifics of the information conveyed.
- 15.4 Operators shall not discuss, even among themselves or with their supervisors, any names or specifics of any relay call, except in instances of resolving complaints. Operators may discuss the general situation with which they need assistance in order to clarify how to process a particular type of relay call. Operators shall be trained to ask questions about procedures without revealing names or specific information which would identify the caller. If a user is in an emergency or life-threatening situation, or causes an emergency situation to exist by threatening the relay operator or relay center, names and specific information may be disclosed by the relay operator to a supervisor to expeditiously address the situation.

- 15.5 Observing or listening to actual calls by anyone other than the relay operator is prohibited except for training or monitoring (by supervisors) purposes.
- 15.6 A relay operator or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated upon the occurrence of a second violation. Proposals shall specify the policy for reviewing alleged violations of confidentiality.
- 15.7 The Contractor shall be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered. This information shall not be used for any other purposes.

16. PRIVACY

- 16.1 The Contractor and their employees shall not use any information obtained from relay calls for any other services they may provide to users of the relay system, nor shall they make any such information available for sale.

## **XI. INVOICE AND REPORTING REQUIREMENTS**

### **1. RECORDS MAINTENANCE**

- 1.1 The Contractor shall retain and maintain all records and documents relating to the services provided for a minimum period of three years after payment by the Agency of the final invoice. The Contractor shall make all records and documents relating to the services provided available for inspection and audit by the Agency and/or independent outside auditor authorized by the Agency.

### **2. INVOICE**

- 2.1 Invoices shall be submitted as a hard (paper) copy format. Invoices for the resulting Contract shall be sent to:

Wyoming Division of Vocational Rehabilitation  
Telecommunications Relay Service  
851 Werner Court, Suite 120  
Casper, WY 82601  
ATTN: Lori Cielinski

- 2.2 Proposers shall submit the reporting format that will be used for monthly invoices.
- 2.3 The Agency may require that appropriate call detail reports from the switch be attached to the monthly invoice to verify the information included in the report.
- 2.4 The Contractor shall submit a monthly invoice for Wyoming Relay service for each calendar month to the Agency no later than twenty-one (21) days after the close of each month. At a minimum, the invoice will include the following items:
  - 2.4.1 Total Monthly TRS Minutes of Service (reported as session time)
  - 2.4.2 An itemized listing of all Wyoming Relay TRS minutes recoverable from the Interstate TRS Fund, which shall be subtracted from line 1, and shall include, but not be limited to:
    - a. Total Monthly Interstate Minutes of Service
    - b. Total Monthly International Assistant Minutes
    - c. Total Monthly Interstate Toll-Free Assistant Minutes
    - d. Total Interstate Directory Assistance Minutes
    - e. Total Monthly Interstate Pay-Per-Call Minutes
    - f. Internet Protocol Minutes (IP minutes for calls terminating in Wyoming processed by the Contractor)

- g. Video Relay Service Minutes (VRS minutes for calls terminating in Wyoming processed by the Contractor)
- 2.4.3 Total Monthly Billable TRS Minutes of Service – reported as session time
- 2.4.4 Total Number of Inbound TRS Calls
- 2.4.5 Total Number of Outbound TRS Calls
- 2.4.6 Price per Minute of TRS Service
- 2.4.7 Total TRS Service Compensation/Charge
- 2.4.8 Total Monthly Enhanced Voice Carry Over Minutes of Service (If Enhanced Voice Carry Over is included in the Contract as a purchased service)
- 2.4.9 An itemized listing of all Wyoming Relay Enhanced Voice Carry Over minutes recoverable from Interstate TRS Fund which shall be subtracted from line 1 and shall include, but not be limited to:
  - a. Total Monthly Interstate Minutes of Service
  - b. Total Monthly International Assistant Minutes
  - c. Total Monthly Interstate Toll-Free Assistant Minutes
  - d. Total Interstate Directory Assistance Minutes
  - e. Total Monthly Interstate Pay-Per-Call Minutes
- 2.4.10 Total Monthly Billable Enhanced Voice Carry Over Minutes of Service
- 2.4.11 Total Number of Enhanced Voice Carry Over Calls
- 2.4.12 Average Length of Enhanced Voice Carry Over Calls
- 2.4.13 Price per Minute of Enhanced Voice Carry Over Service
- 2.4.14 Total Enhanced Voice Carry Over Service Compensation/Charge
- 2.4.15 Amounts due for the cost of any contracted desirable features
- 2.4.16 Total Due
- 2.4.17 Call breakdown with the Number of Completed Calls, Number of Outbound Calls, Minutes and percentages for:
  - a. Intra-LATA no toll (Local Calls)
  - b. Intrastate/Intra-LATA
  - c. Intrastate/Inter-LATA

- d. Toll-Free Intrastate
- e. Pay-per-call Intrastate
- f. Total Intrastate
- g. Toll-Free Interstate
- h. Pay-per-call Interstate
- i. Total Interstate
- j. International
- k. Directory Assistance
- l. Busy Ring No Answer
- m. General Assistance (no outbound calls)

2.4.18 Average Speed of Answer (seconds)

2.4.19 Average Calls Answered in 10 seconds (percentage)

2.4.20 Average Calls Answered in 60 seconds (percentage)

2.4.21 Monthly Number of Calls to Wyoming Relay offered, handled, in queue, and abandoned in queue

2.4.22 Monthly Average Length of Calls

2.4.23 Total Monthly Conversation Minutes

2.4.24 Cost per Call

2.4.25 Call breakdown by Calling Type including the total number of inbound and outbound calls for each call type, the total number of session minutes for each call type, the number of Spanish Calls for each call type, the percentage of the total for each call type, and the average length of call by call type. Call types include, but are not limited to:

- a. TTY- Baudot
- b. TTY-Turbo Code
- c. ASCII
- d. Voice
- e. Voice Carry Over (VCO)
- f. Hearing Carry Over (HCO)
- g. Speech-to-Speech (STS)

### 3. OUTREACH INVOICE

- 3.1 The Contractor shall submit a separate invoice no less than quarterly, or more frequent than monthly, itemizing all outreach and advertising charges. The charges shall be for approved services rendered and show the date of completion or delivery.



4. MONTHLY REPORTS INCLUDING TRAFFIC REPORTS

- 4.1 Proposers shall submit the reporting format for monthly traffic reports. Within two months of award, the Contractor shall meet with the Division of Vocational Rehabilitation to determine all types of data available for reporting purposes to set up any additional regular monthly reports. All reports shall become the property of the Agency, not copyrighted by the provider.
- 4.2 For the purposes of improving the productivity of relay service, automatic electronic production of traffic reports is required.
- 4.3 The Agency may modify the data collected and required report formats at any time. The Agency will give at least thirty (30) days notice before the date the new or modified report is due. The Contractor shall, upon the request of the Agency, provide the Agency with professional interpretation, analysis, and explanation of any reports provided.
- 4.4 The Agency may require that appropriate call detail reports from the switch be attached to the monthly report to verify the information included in the report if there is inconsistencies that suggests there may be inaccuracies in the monthly invoice. If the Agency requires call detail reports from the switch they will provide advance notice to enable creation of the report being requested.
- 4.5 Daily traffic or call volume reports shall capture all Wyoming Relay TRS activity for a twenty-four hour period beginning daily at 12:00 A.M.
- 4.6 The following information will be included in the monthly traffic reports which shall capture all Wyoming Relay TRS activity of one calendar month and are due no later than twenty-one (21) days after the close of each month:
  - 4.6.1 Monthly number of 7-1-1 inbound calls with a breakdown by call type.
  - 4.6.2 Usage patterns – Number of calls and length of calls by hour of the day, and day of the week for each day of the month.
  - 4.6.3 Calls in Queue (caller is receiving a ringing signal, waiting to be answered by the relay operator) – Monthly totals of calls offered, handled, and abandoned in queue, also the length of time in queue; daily totals of calls offered, calls abandoned, and length of time in queue (delayed call profile), average time in queue (seconds).
  - 4.6.4 Average Speed of Answer – Average, daily and monthly answers times for each and all relay centers processing Wyoming Relay calls; average daily and monthly percentage of calls answered within ten seconds for each and all relay centers processing Wyoming Relay calls (Weighted Service Level).
  - 4.6.5 Daily and monthly number of courtesy intercept messages sent to inbound users.

- 4.6.6 Monthly Average speed of answer and weighted service level for calls to customer service representatives.
- 4.6.7 Blockage Rates – Average daily and monthly blockage rates for each Wyoming Relay access number and total monthly blocked calls for all Wyoming Relay access numbers.
- 4.6.8 Breakdown of Length of Call – Average daily and monthly length of call for each call type, broken down into call set up, call duration, and call wrap-up.
- 4.6.9 Breakdown of Call Volume by Varying Lengths – Total daily and monthly number of calls of the following lengths:
  - a. 0 – 5 minutes
  - b. 5+ - 10 minutes
  - c. 10+ - 20 minutes
  - d. 20+ - 30 minutes
  - e. 30+ - 40 minutes
  - f. 40+ - 50 minutes
  - g. 50+ - 60 minutes
  - h. 60+ minutes
- 4.6.10 Number of Relay Operators – Number of Relay Operators for each relay center providing Wyoming Relay service on duty by hour and day of the week for each day of the month. Also average daily and monthly number of Spanish-speaking relay operators on duty. Average Occupancy Rate (percentage).
- 4.6.11 NPA Report – NPA reports will include the following daily and monthly information:
  - i. Number of Incoming Calls
  - ii. Number of Outgoing Calls (including busy, no answer, and disconnected)
  - iii. Number of Completed Calls
  - iv. Number of Abandoned Calls
  - v. Total Session Minutes
  - vi. Total Conversation Minutes
- 4.6.12 NPA/NXX Report – Monthly NPA/NXX subscriber count with the Wyoming Relay traffic by area code, local exchange lines, and unduplicated number of calls. It is preferable that the NPA/NXX report categorize the NPA/NXX numbers and subscribers by the communities in Wyoming (NPA – 307), listing the name of the community the NPA/NXX numbers for that community and the number of subscribers for each NPA/NXX number. A graphic/pictorial representation depicting geographic calling patterns both within the state and across the country would also be acceptable. (See Appendix E).

- 4.6.13 Customer Contact Summary – The Contractor shall provide monthly reports summarizing all complaints/feedback received, and include: numbers of customer complaints/feedbacks received; the nature and type of each complaint/feedback; customer information when given; call information, a description of how each complaint was or will be resolved; and days to resolution (if required). Other information to be included is the number and the category of other contact for example, commendations, inquiry calls, etc.
- 4.6.14 Traffic Reports by location – Total daily and monthly number of inbound Wyoming Relay calls handled, reported for each relay center where Wyoming Relay calls are answered:
- a. Total daily inbound calls
  - b. Total daily outbound calls
  - c. Total monthly inbound calls
  - d. Total monthly outbound calls
  - e. Summary sheet showing total monthly inbound and outbound calls handled at each location and percentages of total monthly calls handled at each location
- 4.6.15 Monthly Disallowed Carrier-of-Choice Report – A monthly report of all instances where a caller’s outbound carrier of choice request was not allowed is required. The report shall list the name of the carrier, indicating the number of outbound call requests denied to that carrier, sorted by date. (Note that user requests to a relay operator override profile carrier of choice information on a per-call basis.)
- 4.6.16 IP and VRS Relay Monthly Report – The Contractor shall at a minimum submit a monthly report on the number of Internet Protocol and Video Relay Service calls processed by the Contractor that terminate in Wyoming. This report shall also include the monthly number of IP and VRS minutes of use. Proposals shall describe any additional reports or information available for IP Relay and VRS, for example: usage information, busy times, blocked calls, length of calls, visitors to site, requests for IP and/or VRS calls, IP operator staffing, VRS interpreter staffing, call wait time, set-up and wrap-up times, and any other pertinent information.
- 4.6.17 Emergency Calls – The Contractor shall submit a monthly report on the number of calls to 9-1-1 via Wyoming Relay. This report shall detail any problems in contacting the appropriate 9-1-1 center.

## **XII. OUTREACH/CUSTOMER RESPONSIVENESS REQUIREMENTS**

### **1. ACCOUNT MANAGER**

- 1.1 A full-time account manager is not a required provision of this RFP.
- 1.2 The Account Manager shall have the ability to sign fluently to ensure full understanding and communication with deaf users, and possess an understanding of the issues relevant to deaf, hard-of-hearing, speech-impaired and senior citizen users.
- 1.3 The Contractor shall ensure that the associated Account Manager has sufficient equipment and all other resources, including financial, necessary to participate in outreach. This is to include, but is not limited to, audio-visual equipment, interpreters, travel budget, etc. needed to accomplish this goal. The Contractor shall provide necessary accommodations for the Account Manager.
- 1.4 The Account Manager shall have the responsibility of working with the Agency on all contract compliance issues, and acting as a point of contact (POC) between the Contract Administrator and the Contractor. This position shall have an in-depth knowledge of the state relay contract requirements.
- 1.5 The Account Manager shall work closely with the Contract Administrator to ensure accurate flow of information between the Agency, relay users, and the general public. The Account Manager will provide outreach activities to ensure that information, education, and technical assistance is available to all user communities and to the general public. The Account Manager (or other Contractor's qualified personnel), in consultation with the Agency, will provide ten (10) education/outreach activities per year to generate public awareness and to promote the use of Wyoming Relay. (Presentations at the TRS Advisory Committee meetings do not count toward the ten activities). Educational activities may include, but not be limited to, meetings/presentations with consumer organizations, business organizations, and professional, and trade organizations. Educational activities shall be conducted statewide and in a format easily understood by the users, with updates as changes to TRS occur. These educational activities shall be a non-recoverable cost unrelated to the outreach budget. Please describe how you will provide the ten (10) educational activities. Identify all staff associated with this activity. Keep in mind that a full-time Account Manager is not requested.
- 1.6 The Account Manager shall also provide updates and reports to the Agency's staff and members of the Wyoming TRS Advisory Committee.
- 1.7 The Contractor shall be responsible for monitoring that every telephone company directory published by local exchange carriers serving Wyoming customers clearly and accurately lists the TRS access numbers. Additionally, explanation of TRS services shall be printed in each directory, and Wyoming Relay should also be located in the directory's

table of contents and information pages. The Contractor shall also work with the state to ensure that directory assistance services have and provide the correct phone numbers for Wyoming Relay Service.

- 1.8 Meetings - The Account Manager shall present service information at all Telecommunications Relay Service Advisory Committee meetings. These meetings are held approximately three (3) times a year. Additionally the Account Manager will be required to meet with Agency's Contract Administrator monthly, or as otherwise arranged. These meetings shall include the Account Manager and any other personnel as required by the Agency to address specific issues.
- 1.9 Annual Report -The Contractor shall submit twenty (20) copies of an annual report summarizing operations for the preceding contract year, with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service changes, education, marketing, and advertising activities for Wyoming Relay, traffic projections, and expected trends for future years. The report should incorporate yearly totals, averages of monthly statistical information, and a narrative describing significant relay events and developments throughout the calendar year. The annual report shall be due within forty-five (45) calendar days of the end of each contract year. The Account Manager shall present the annual report to the Telecommunication Relay Service Advisory Committee annually.

## 2. OUTREACH AND ADVERTISING

- 2.1 The Contractor is to provide an outreach and advertising budget of one hundred thousand dollars (\$100,000.00) annually to be spent on professional advertising, public relations, and marketing of Wyoming Relay. The funds expended will be above and beyond all other efforts outlined in other sections of this RFP. The outreach and advertising expense is a separate recoverable cost.
- 2.2 The Agency, in cooperation with the TRS Advisory Committee and the Contractor, will approve and directly administer this program and ensure that it is effective, appropriate, and consistent with the program goals. The Agency shall pre-approve any outreach material produced, and shall require the Contractor, at the Contractor's expense, to correct any erroneous or inaccurate material produced without the State's approval. The goal of the advertising, public relations, and marketing is to increase public awareness of current and enhanced services as they become available, and to promote the use of Wyoming Relay. All outreach and marketing materials, both visual and verbal, shall refer to Wyoming Relay, not to the Contractor's company name.
- 2.3 The Contractor must include information regarding customer access to alternative long-distance carriers via Wyoming Relay, in the appropriate outreach materials.
- 2.4 All materials must be understandable by a majority of the communities of persons with disabilities, and updated as changes to TRS occur. All print materials shall be accessible to all consumer groups.

- 2.5 The Agency will work with the Contractor to provide continuity in relation to past practices and materials.
- 2.6 Annual billing inserts or direct mailing activities educating the public about relay services shall be encouraged. Contractor shall provide appropriate language to the ILECs/CLECs providing service in Wyoming for informational billing inserts about relay services.
- 2.7 Proposals shall provide an outreach/advertising plan for Wyoming Relay which shall include, but not be limited to: procedures/methods and timeline for conducting outreach/advertising activities in Wyoming, proposed outreach/advertising activities, and tentative budget. Please provide sample media materials. These may be from other outreach/advertising projects conducted by the proposer.
- 2.8 The Contractor shall submit a separate invoice, itemizing all outreach and advertising charges. The charges shall be for pre-approved services rendered, and show the date of completion or delivery.

### 3. COMPLAINT RESOLUTION

- 3.1 Provide with your proposal the procedures you will use to implement a 24 hour/day process for handling complaints, inquiries and comments regarding the relay services and relay center personnel. Include a sample of any complaint forms that will be used. The procedure shall be included in printed outreach material. The complaint, comment and inquiry procedures should include, but not be limited to, the following:
  - 3.1.1 Content and Procedures – All complaints, whether verbal or written, are to be documented, and must include the date the complaint was filed, customer contact information if given, operator number if known, nature of complaint, and resolution or immediate steps taken toward a resolution. All complaints and relevant information concerning the complaint are to be kept on file with the Contractor, with a copy forwarded to the Account Manager, and a copy forwarded to the Agency within seventy-two (72) hours.
  - 3.1.2 Follow-up – Complaints not immediately resolved will have all follow up information included and forwarded to the Agency as follow up steps occur. Customers will be asked if they would like to leave contact information, and their preferred method of contact, in order that a complaint may be followed up. Follow-up with the customer shall clearly indicate the problem reported and the steps taken toward resolution. All follow-up, including the date and explanation of the final resolution, will be documented and reported to the Agency. The Agency reserves the right to intervene or advocate on the behalf of the customer at any time during the resolution process.
  - 3.1.3 Supervisor Available -The Contractor shall ensure that any user of the relay center will be able to reach a supervisor or administrator while still on line during a relay call. Proposals shall explain how this will be accomplished.

- 3.1.4 Monthly Customer Contact Summaries – Monthly Customer Contact Summaries shall be submitted to the Agency.
- 3.1.5 Annual Complaint Log Summary – A TRS annual narrative report and log summary of consumer complaints shall be prepared and provided to the Agency for submission to the FCC. This log shall include the reporting period of June 1 of the previous year to May 31 of the current year. The log must be received in electronic format by the Agency no later than June 14 of the current year.
- 3.1.6 Customer Service – The Contractor shall maintain a separate 24 hours-a-day, 7 days-a-week, 365 days-a-year toll-free customer service number that is accessible for all call types for the convenience of all callers wishing to call the customer service line directly. The Contractor shall ensure that callers accessing their customer service number are not subject to excessive delays before reaching a customer service representative. A caller can be referred to this number and receive instructions on the use of the relay, its features and any questions or problems the user may have related to the relay service. This customer service number will also be a contact point for people wishing to compliment or complain about the service. All information and referral calls received by the relay operators shall be routed to the Customer Service number for processing.

### **XIII. SERVICE IMPLEMENTATION**

#### **1. SERVICE IMPLEMENTATION**

- 1.1 The proposal shall include an implementation plan for services beginning on August 1, 2004, which will include a time-line with critical dates for major steps in the implementation process from Contract award through full implementation, and, for the first year of service, with a section identifying the exact tasks that must be performed by both the Contractor and the Agency in order to provide service. A more specific time line will be required after the Contract is awarded.
- 1.2 The proposal shall provide a time line of contacts to the Local Exchange Companies for implementing billing and local calling area issues.
- 1.3 Portability of Wyoming Relay numbers is required and will be the responsibility of the Contractor to place any required orders to convert to a new relay system. The Wyoming Relay numbers are:
  - 1-800-877-9965 (TTY)
  - 1-800-877-9975 (Voice)
  - 1-877-787-1474 (VCO)
  - 1-877-787-0503 (STS)
  - 1-800-829-2783 (Spanish)
  - 1-900-463-3323 (Pay-Per-Call)
  - 1-877-711-9982 (711)
- 1.4 The proposer shall provide a cutover plan that will ensure a completely seamless and transparent cutover for Wyoming Relay Service end users.
- 1.5 Proposers must include start-up costs when calculating the prices submitted in the proposal. There will be no separate payment to the proposer for costs associated with the start-up phase.



## **XIV. DESIRABLE SPECIFICATIONS**

### **1. DESIRABLE SPECIFICATIONS**

- 1.1 These are enhanced service specifications that need not be offered, but are encouraged to be offered, and which may be considered by the Agency. Proposers shall provide details on each desirable feature. The proposers must state in the Price Proposal whether there is or is not an additional charge for the desirable feature, and if there is an additional charge it should be listed with the unit of measurement individually on the Price Proposal Form. Desirable features may or may not be included in the Contract at the discretion of the Agency.

### **2. AUTOMATIC CALL FORWARD TO THE RELAY CENTER**

- 2.1 It is desirable that, if requested by the relay customer, incoming calls to the user's home or office will be automatically forwarded to the relay center by the call forward feature. The center would automatically route the call back to the customer's home, and be on the line to begin relaying the call as the customer answers. Proposers must provide a description of how this will be accomplished, and describe the various call scenarios.

### **3. AUTOMATIC INPUT OF TERMINATING NUMBER BY CUSTOMER**

- 3.1 It is desirable that, in order to speed up the processing of calls, the customer, either TTY, ASCII, or Voice, have the ability to automatically input the terminating telephone number before the call arrives at the operator station.

### **4. CONFERENCE CALLING WITH REAL-TIME CAPTIONING**

- 4.1 It is desirable that conference calling with real-time captioning capabilities, enabling text relay users to equally participate in a conference call with four (4) or more individuals, is available. The real-time captioning shall be accomplished via a court reporter, a similarly qualified individual, or a voice recognition software service. The conversation typed as captioning must be able to be transmitted at high speed to either an ASCII TTY or a PC. At least one conference participant must be a Wyoming Relay text user, who will initiate the call. A pre-assigned PIN system may be established to prevent misuse. A report shall be included showing the number of conference calls each month. Proposals shall include a description of how this service would work, including how much advance notice would be necessary.

### **5. ENHANCED VCO CALLS USING VOICE-RECOGNITION SOFTWARE FOR CAPTIONING**

- 5.1 It is desirable that relay users be able to initiate and receive enhanced VCO calls that use voice recognition technology. This enhanced VCO service must be available on a 24

hours-a-day, 365-days-a-year basis, and subject to a ninety percent (90%) in ten (10) seconds answer performance rate. Contractor to provide this service must meet all provisions of Federal Communication Commissions CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003. Proposals shall describe the qualifications necessary for an Enhanced VCO relay operator, and how you determine if an applicant has those qualifications, including any screening or testing procedures. Proposals shall provide the number of initial and on going hours of training that are provided to Enhanced VCO operators and provide their training curriculum. Proposals shall describe how the transmission speed and accuracy is determined, and their minimum standards for speed (WPM) and accuracy. Describe the procedures for standard phone users to call the enhanced VCO user, which may include: dialing a toll free number (provide that number if known); dialing 7-1-1 or dialing the enhanced VCO user directly, which by some mechanism automatically connects to the enhanced VCO operator/captioner. Describe emergency call handling procedures for enhanced VCO calls.

6. SPANISH-TO-ENGLISH RELAY SERVICE

- 6.1 Provides Spanish-to-English and English-to-Spanish translation for Wyoming Relay users. At least one party must be a text user.

7. THREE-WAY CALLING

- 7.1 Three-way calling is a TRS feature that allows more than two (2) parties to be on the telephone line at the same time with the relay operator. Three-way calling can be arranged in one of two ways: set up by the relay center and the relay operator at the request of a party calling the relay center, or set up by one of the parties to the call. Please describe the procedures for utilizing three-way calling through TRS.

8. TALKING RETURN CALL

- 8.1 Talking return call is a feature widely available in the United States by non-TRS users. Talking return call allows a caller to automatically return the last incoming telephone call, whether or not the call was answered. To use this feature, the user enters a code (such as \*69) to obtain the telephone number of the party that last called the user's telephone number. The customer will then receive the last incoming telephone number via voice. Please describe how this feature would work through TRS.

## **XV. EVALUATION CRITERIA AND PROCEDURE**

### **1. INTRODUCTION**

- 1.1 The Agency will conduct a comprehensive and impartial evaluation of all proposals received in response to this RFP. The Agency will utilize an evaluation team to score each proposal. The team will consist of five (5) or more members. The evaluation team will be selected from Vocational Rehabilitation staff, Telecommunications Relay Service Advisory Committee members, Wyoming Telecommunications staff, and State of Wyoming Public Service Commission staff. Any evaluator who will have access to proprietary information contained in the proposal will be required to sign an agreement that binds them to nondisclosure of proprietary information.
- 1.2 It is possible that the Agency and the evaluation team may request written responses or oral presentations to clarify ambiguities in the written proposals.
- 1.3 In awarding the Contract for Wyoming Relay Service, the Agency will select the proposal that is the most advantageous to the State of Wyoming, considering price, the interests of the deaf, hard-of-hearing, and speech-impaired communities in having access to a high quality and technologically-advanced telecommunications relay service, and all other factors listed in this RFP. The Agency reserves the unqualified right to reject any or all of the proposals if determined to be in the best interest of the Division of Vocational Rehabilitation.

### **2. COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS**

- 2.1 At 2:00 p.m. on May 21, 2004, the Department of Administration and Information's Procurement Section will make a public announcement of proposals at a location to be announced. The public announcement will disclose only the names of all proposers who have submitted proposals. Public information on proposal prices and technical information (not proprietary) will be available after the Contract is finalized. All proposals will be reviewed by the Department of Administration and Information's Procurement Section, to ensure that:
  1. Proposals have complied with the proposal due date and time.
  2. The required elements have been submitted and are clearly identified.
  3. The Price Proposals carry an official signature submitted with the original copy.

### **3. PROPOSAL EVALUATION CRITERIA**

- 3.1 Each proposal will be reviewed for compliance with all the requirements and specifications in this RFP.
- 3.2 The technical proposal will be evaluated on the factors listed below:

Wyoming Telecommunications Relay Service  
Division of Vocational Rehabilitation  
Request for Proposal No. 0283-L  
B-Page 88 of 154

	<u>Factor</u>	<u>Maximum Points</u>
1.	Business Experience	100
2.	General Requirements	75
3.	System Standards	75
4.	Billing & Call Records Standards	75
5.	Operator Standards	75
6.	Invoicing & Reporting Standards	75
7.	Outreach/Customer Responsiveness	100
8.	Service Implementation	50
9.	Desirables	75

- 3.3 The proposer who best meets the conditions of each of the individual criteria will be awarded the highest points for that specific criterion. The rest of the proposers will receive some number of points less than the highest. The total possible technical score is 700 points.

#### 4. PRICE EVALUATION

- 4.1 Only the price proposals for proposers whose technical proposals are deemed acceptable by the Evaluation Committee will be opened for consideration in the final evaluation/selection process.
- 4.2 Price proposals will be based upon the prices submitted by the proposer on the Price Proposal Form. This Price Proposal Form must be submitted in a separate sealed envelope, apart from the technical proposal, as it will be evaluated separately.

#### 5. PRICE EVALUATION METHOD

- 5.1 
$$\frac{\text{Lowest Total Price Proposal}}{\text{Proposer's Total Price Proposal}} \times 300 = \text{Proposer's Price Score}$$
- 5.2 The price score will be rounded to the nearest whole number if the computation could otherwise result in a fraction of a point. The proposer with the lowest total unit price proposal will be awarded the maximum 300 points.

#### 6. FINAL SCORE

- 6.1 The final score for overall acceptable proposal will be the technical score (average from evaluators) combined with the price score. The Procurement Section shall notify the apparent best evaluated proposer.
- 6.2 The apparent best evaluated proposer shall be prepared to enter into a Contract with the Agency which shall be substantially the same as the sample Contract included in this RFP. Notwithstanding, the Agency reserves the right to add or modify terms and

conditions deemed to be in the best interest of the Agency during final contract negotiations. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the Agency may negotiate a contract with the next highest scoring proposer.

- 6.3 The RFP and the Contractor selection processes do not obligate the Agency, and do not create rights, interests, or claims of entitlement in the apparent best evaluated proposer. Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable state laws and regulations.

# **Appendix A**

## **Price Proposal Sheet**

## PRICE PROPOSAL SHEET

- 1.1 The undersigned agrees to provide Telecommunications Relay Service to the Wyoming Department of Workforce Services, Division of Vocational Rehabilitation, in accordance with the Administrative Provisions, General Provisions, Special Provisions, Background, Business Experience, Mandatory Specifications, General Requirements, System Standards, Billing and Call Records Standards, Operator Standards, Invoice and Reporting Standards, Outreach/Customer Responsiveness Requirements, Service Implementation, and Desirables for RFP No. 0283-L.
- 1.2 Pricing: This price proposal shall incorporate the total price for the total contract period for all requirements contained within this RFP, with the exception of Outreach and additional purchased Desirable Features. Unit prices shall be based on a price per session minute. A session minute shall include the time the relay operator connects to an incoming relay call until the moment the relay operator disconnects the last party. This definition includes incomplete calls (busy, no answer, or wrong number) that do not reach the intended party, and includes call set-up and call wrap-up time. Proposers must state the firm fixed rate.
- 1.3 Price (written in words and numbers) \_\_\_\_\_  
 \_\_\_\_\_ per session minute.

## 2. DESIRABLE FEATURES PRICE PROPOSAL

- 2.1 These are enhanced service specifications that need not be offered, but are encouraged to be offered, and which may be considered by the Agency. The proposer must indicate on the form below if they will or will not offer each desirable feature.

DESIRABLE FEATURE SPECIFICATIONS/DESCRIPTION	FEATURE OFFERED YES/NO	UNIT OF MEASURE	FIRM FIXED PRICE
Automatic Call Forward to Relay Center			
Automatic Input of Terminating Number by Customer			
Conference Calling with Real-Time Captioning			
Enhanced VCO		Conversation minutes	
Spanish-to-English Relay Service			
Three-Way Calling			
Talking Return Call			

3. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 3.1 Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 3.2 No attempt has been made, nor will be made by the proposer, to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 3.3 The person signing this proposal certifies that he/she is authorized to represent the company, and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 3.4 Proposer will comply with all federal regulations, policies, guidelines, and requirements.
- 3.5 Prices in this proposal have not been knowingly disclosed by the proposer, and will not be, prior to award to any other proposer.

4. GENERAL INFORMATION:

Proposer Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Account Representative \_\_\_\_\_ FAX ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

5. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

\_\_\_\_\_Sole Proprietorship      \_\_\_\_\_General Partnership

\_\_\_\_\_Corporation      \_\_\_\_\_Limited Partnership

\_\_\_\_\_Limited Liability      \_\_\_\_\_Other \_\_\_\_\_



If Proposer is a sole proprietorship, list:

Owner Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

Beginning date as owner of sole proprietorship \_\_\_\_\_

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

### **VERIFICATION**

I certify, under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title) (Typed or Printed)

\_\_\_\_\_  
(Date)

# **Appendix B**

## **Sample Contract**

**SAMPLE**  
**TELECOMMUNICATIONS RELAY SERVICE CONTRACT**  
**BETWEEN**  
**WYOMING DIVISION OF VOCATIONAL REHABILITATION**  
**DEPARTMENT OF WORKFORCE SERVICES**  
**STATE OF WYOMING**  
**AND**

---

1. **Parties.** The parties to this Contract are the Division of Vocational Rehabilitation, Department of Workforce Services, State of Wyoming, 1100 Herschler Building, 122 West 25<sup>th</sup> Street, Cheyenne, WY 82002, (hereinafter the Agency), and \_\_\_\_\_  
[name and address of Contractor] (hereinafter the Contractor).

2. **Purpose of Contract**

A. The Agency is authorized, pursuant to Wyoming Statute §16-9-201 et seq. to contract with a qualified provider to design and implement a message relay system.

B. The purpose of this Contract is to state the terms and conditions of the Contractor relationship between the Agency and the Contractor whereby the Contractor agrees to provide a full service, confidential, statewide, 24-hours-per-day, 7-days-per-week, 365-days-a-year telecommunications relay service known as Wyoming Relay Service, through which people who are hearing impaired or speech impaired are provided with access to the telecommunications network in Wyoming which is functionally equivalent to the access provided to other telecommunications customers.

3. **Term of Contract and Required Approvals**

A. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from August 1, 2004 through July 31, 2006. All services shall be completed during this term.

B. This Contract may be renewed under the same terms and conditions, with the exception of any new purchased features, by agreement of both parties in writing, and subject to the required approval for a period not to exceed one additional year, and said option to extend this Contract for a one year period shall be in effect for each year thereafter for a total period not to exceed four

additional years. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agency.

C. By law, contracts for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Section, Wyoming Statute §9-1-403 (b)(v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyoming Statute §9-2-1016 (b)(iv)(D).

#### **4. Payment**

A. The Agency agrees to pay the Contractor for Telecommunications Relay Services described in accordance with the Agency's Request for Proposal (RFP) 0283-L (Attachment A), as modified by the Contractor's Proposal, (Attachment B), Contractor's Price Proposal, (Attachment C), and Proposal Clarification Responses (Attachment D), based on the actual monthly call volume billed at \_\_\_\_\_ [price] per session minute, plus the cost of outreach services as authorized by the Agency and [any desirables with the price amount that the Agency decides to procure]. Attachments A, B, C, and D, are hereby incorporated into this Contract by reference.

B. In no event shall the total amount paid to the Contractor by the Agency exceed \_\_\_\_\_ [dollar amount] calculated based on the price-per-minute proposal of \_\_\_\_\_ [price] as set forth in the Contractor's Proposal, cost of Agency-ordered "Desirables", usage, and growth statistics. All travel, services, materials, shipping, and other expenses incurred by the Contractor, or any subcontractors, during the performance of this Contract are considered to be incorporated into the price.

C. This Contract is funded by one hundred percent (100%) earmarked funds made available through a surcharge on all commercial and private phone lines in Wyoming.

D. Payment shall be made upon the Contractor submitting to the Agency no later than twenty-one (21) days after the close of each month an original, signed invoice.

E. The Agency shall pay the Contractor's invoice within forty-five (45) days of the Agency's receipt and approval of the invoice.

F. No payment shall be made for services performed prior to the date upon which the last required signature is affixed to this Contract.

G. The Agency shall not compensate the Contractor for any costs incurred to start up or terminate the operations of the Wyoming Relay Service.

H. Any new requirements mandated by the Federal Communications Commission (FCC) are subject to renegotiation of price.

## **5. Responsibilities of Contractor**

**A.** The services to be provided by the Contractor are in accordance with the Agency's RFP 0283-L (Attachment A), as modified by the Contractor's Proposal (Attachment B), Contractor's Price Proposal (Attachment C), and Contractor's Proposal Clarification Responses (Attachment D), which are attached and made a part of this Contract.

**B.** Unless otherwise provided in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent.

**C.** The Contractor shall initiate the Wyoming Relay Service on a statewide basis no later than August 1, 2004. Statewide implementation of the Wyoming Relay Service shall be achieved when the Contractor is able to receive and process calls in the manner set forth in the RFP from all parts of the State of Wyoming.

**D.** The Contractor shall submit to the Agency a detailed work plan including time lines consistent with the service implementation plan included in the Contractor's proposal and the RFP which details the establishment and implementation of the Wyoming Relay Service and the associated time frames. The Contractor shall submit the work plan to the Agency no later than fourteen (14) calendar days from the date this Contract is executed.

**E.** The Contractor shall retain management control of the relay service center(s).

**F.** Access to Wyoming Relay Service shall be toll-free for all Wyoming residents. The Wyoming Relay Service number designated for voice users is 1-800-877-9975; the Wyoming Relay Service number designated for TTY users is 1-800-877-9965; the Wyoming Relay Service number designated for VCO users is 1-877-877-1474; the Wyoming Relay Service number designated for Speech-to-Speech is 1-877-787-0503; the Wyoming Relay Service number designated for Spanish Language Service is 1-800-829-2783, the Wyoming Relay Service number designated for pay-per-call service is 1-900-463-3323. The Wyoming Relay URL of [www.wyvr.com](http://www.wyvr.com) is for Video Relay Service. The current telephone numbers and URL to access Wyoming Relay Service, and any additional telephone access numbers and URLs provided during this contract term, shall remain the property of the State of Wyoming. Portability of these phone numbers is required, and the Contractor is responsible for placing the order to convert these numbers from the previous Contractor to the Contractor's relay center(s).

**G.** The Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to the delivery of services under this Contract. Such files shall be sufficient to properly reflect all direct and indirect costs of services, and other costs of whatever nature for which Contract payment(s) is made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

**H.** At the conclusion of the term of this Contract, the Contractor agrees to cooperate with any new vendor for Wyoming Relay Service and to provide assistance to facilitate the transition of Wyoming Relay Service to the new vendor.

**I.** The Contractor shall provide the Agency with information on the services and features of Wyoming Relay and shall work cooperatively with the Agency to develop a plan to educate Wyoming Relay customers about these services and features.

**J.** To accomplish the objectives of the Telecommunications for the Communications Impaired Act, the Agency and the Contractor shall coordinate and consult on an ongoing basis concerning such matters as, but not limited to, operator proficiencies and training, quality of service and call-handling procedures. The Contractor agrees to implement any reasonable recommendations proposed by the Agency. When approved, the costs incurred by the Contractor in implementation of any such recommendations are eligible for reimbursement in accordance with the payment provisions of section four (4).

**6. Responsibilities of Agency**

**A.** Upon the Agency's receipt of an invoice from the Contractor, the Agency shall pay the invoice within the normal accounts payable processing time, not to exceed forty-five (45) days.

**B.** The Agency, in cooperation with the Contractor, shall educate Wyoming Relay customers about Wyoming Relay services and features.

**C.** To accomplish the objectives of the Telecommunications for the Communications Impaired Act, the Agency and the Contractor shall coordinate and consult on an ongoing basis concerning such matters as, but not limited to, operator proficiencies and training, quality of service, and call handling procedures. The Contractor agrees to implement any reasonable recommendations proposed by the Agency and accepted by the Contractor. When approved, the costs incurred by the Contractor in implementation of any such recommendations shall be reimbursed in accordance with the payment provisions of section four (4).

**7. Special Provisions**

**A. Conflicting Documents.** To the extent, if any, that this Contract conflicts with the Request for Proposal and/or the Contractor's Proposal, this Contract shall take precedence and control. To the extent, if any, that the Request for Proposal and the Contractor's Proposal conflict, the Contractor's Proposal shall take precedence and control.

**B. Limitation of Payments**

**(i)** The Agency's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of state or federal government funds which are allocated to pay the Contractor. If funds are not allocated and available for the Agency to pay the Contractor for these services, the Agency may terminate this Contract at the end of the period for which the funds are available.

(ii) The Agency shall notify the Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. In such event, the Agency shall pay the Contractor prior to said termination charges for service rendered up through the date of the last day of service. The Contractor shall not be entitled to any termination costs. No liability shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the Agency to terminate this Contract in order to acquire similar services from another party.

### **C. Liquidated Damages**

(i) The parties acknowledge that in the event of a failure by the Contractor to meet the performance requirements listed in the RFP (Attachment A), damage shall be sustained by the Agency, and that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damages which the Agency will sustain in the event of and by reason of such failure, and the Contractor therefore agrees that it shall pay the Agency for such failures, at the sole discretion of the Agency, the amounts set forth below.

(ii) The sole purpose of liquidated damages is to assure adherence to the performance requirements in the Contract. No punitive intention is inherent. Written notification of each failure to meet a performance requirement shall be given by the Agency to the Contractor.

#### **(a) Service Start-Up**

(1) Full Service Start Date. The Contractor shall commence full Wyoming Relay Service operations on August 1, 2004, or upon Contract execution. Liquidated damages are one thousand dollars (\$1,000.00) per day for each calendar day from the day of delay, up to a maximum of thirty (30) days. Should the Contractor be unable to complete the installation and/or be unable to absorb the Wyoming Relay Service call traffic at the end of the thirty (30) day period, the Agency may treat the Contract in default, terminate the Contract, and seek such additional relief as provided by law. The Contractor shall not be charged for liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

(2) Relay Operator Policy, Procedures and Training Manual. The Contractor shall provide the Agency with any and all current Relay Operator Policy, Procedures, and Training Manual(s) within thirty (30) calendar days after the execution of this Contract. Liquidated damages are five hundred dollars (\$500.00) per day for each calendar day past the due date.

(3) Relay Operator Proficiency Examination. The Contractor shall provide the Relay Operator Proficiency Examination to the Agency within thirty (30) calendar days after the execution of this Contract. Liquidated damages are five hundred dollars (\$500.00) per day for each calendar day past the due date.

**(b) Operating Parameters**

**(1) Excessive Call Blockage.** The requirement is that no more than a daily average of one percent (1%) of the calls shall be blocked. A blocked call is defined as a call to Wyoming Relay receiving a busy signal. Liquidated damages shall be equivalent to two hundred and fifty dollars (\$250.00) per day for each day the blockage requirement is not met.

**(2) Excessive Time to Answer Calls.** Except during network failure, the requirement is that for each calendar day ninety percent (90%) of all calls shall be answered within ten (10) seconds and the average answer speed shall be three and three-tenths (3.3) seconds or less. Abandoned calls shall be included in the speed-of-answer calculation. Liquidated damages for any days in which less than ninety percent (90%) of calls are answered in ten (10) seconds, or the average speed of answer is less than three and three-tenths (3.3) seconds shall be equivalent to two hundred and fifty dollars (\$250.00) per day.

**(3) Service Outage.** A service outage is defined as a complete failure of the telecommunications relay service equipment used to process telecommunications relay service calls. A complete failure occurs when the telecommunications relay service system is one hundred percent (100%) incapable of processing telecommunications relay service calls. Any service outage exceeding two (2) hours in length within a twenty-four (24) hour period shall subject the Contractor to liquidated damages of one thousand dollars (\$1,000.00) per day. The Contractor shall not be liable for calls that have not reached their network and incidents which fall under Force Majeure as identified in the terms and conditions of the Contract.

**(c) Monthly Reports**

**(1)** The Contractor shall provide a monthly report to the Agency twenty-one (21) calendar days after the end of the month. Liquidated damages are five hundred dollars (\$500.00) per day for each calendar day the reports are overdue.

**(iii)** Amounts due to the Agency as liquidated damages shall be offset against any monies due the Contractor pursuant to the Contract. The Agency shall notify the Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date the Agency deducts such sums from money payable to the Contractor. The total amount of liquidated damages cannot exceed the amount stated in section 4B of this Contract. Any liquidated damages that are assessed are in addition to, and not in limitation of, any other rights or remedies of the Agency.

**D. Monitor Activities**

**(i)** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections with reasonable notice to the Contractor, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.



(ii) The Agency may arrange for calls to test the accuracy of relayed communications or other factors relating to full and equal access without the permission of the Contractor and/or the relay operators involved. Such calls shall not be identified as test or monitoring calls.

(iii) All monitoring shall be performed in a manner that will not unduly interfere with provision of services by the Contractor hereunder. However, since Wyoming Relay Service is to be a twenty-four (24) hour, seven (7) days-a-week service, the monitoring may occur at any time. Duly authorized representatives of the Agency shall have the right to make on-the-spot checks at any time without any warning. The Contractor shall make provisions to allow Agency representatives this capability.

(iv) The fact that such monitoring is undertaken shall in no way relieve or release the Contractor from its obligation to properly perform its duties in accordance with this Contract nor from Contractor's full responsibility for damages or loss caused by the Contractor, its subcontractors, employees or agents. The Agency shall not be required to request any changes based on any monitoring activities undertaken.

**E. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

**F. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975. The Contractor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance of this Contract. The Contractor shall include the provisions of this section in every subcontract awarded in excess of ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

**G. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

#### **H. Subcontracts**

(i) No work shall be subcontracted without the prior approval of the Agency. Upon the termination of any subcontract, the Agency shall be notified immediately.

(ii) The Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve the Contractor of the responsibility for competent and timely performance of all duties under this Contract. All agreements with subcontractors shall provide that the subcontractor's sole remedy for non-payment by Contractor under subcontracts shall be against Contractor, and not result in liens or claims of any sort against the Agency.

(iii) In the event of any subcontract hereunder to which the Agency has consented, each subcontract shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional consent of the Agency.

## **8. General Provisions**

**A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed, and signed by all parties to this Contract.

**B. Americans with Disabilities Act.** The Contractor shall not discriminate against a qualified individual with a disability, and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

**C. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**D. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.

### **E. Audit**

(i) The Agency, or its duly authorized representatives, shall have access to the monthly operational reports to assess the accuracy of the monthly service compensation invoice submitted to the Agency for reimbursement. The Contractor shall provide Call Detail Records so the Agency can assess the accuracy of the monthly service compensation invoice submitted to the Agency. The Contractor shall make available to the Agency upon thirty (30) days notice, accounts, books, and records necessary to assess the accuracy of the monthly service compensation invoice.

(ii) Audits shall be at the Agency's expense, and may be performed at any reasonable time, but no more often than every six (6) months, during the term of this Contract and for a period of three (3) years following the date of final payment under this Contract to assure compliance with its terms and/or to evaluate the Contractor's performance hereunder. The Contractor shall keep and preserve all records relating to the Contract until the expiration of said time period.

(iii) Should any such audit establish noncompliance with this Contract, either in the manner in which call minutes are accounted for, or in that which are billed, which caused a monthly invoice to be overstated by ten percent (10%) or more, the Contractor shall promptly reimburse the Agency all costs of such audit. The Contractor shall also reimburse the Agency for any overstated amounts discovered by the audit.

**F. Award of Related Contracts.** The Agency may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other Contractors and the Agency in all such cases.

**G. Compliance with Law.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

**H. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor until publicly released by the Agency or until written permission is granted by the Agency for its release.

**I. Disputes/Remedies.** In seeking to resolve any dispute relating to this Contract, the Agency does not waive its sovereign immunity. Any dispute or claim arising out of or relating to this Contract may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Contract.

**J. Entirety of Contract.** The following represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral:

(i) This Contract, consisting of \_\_\_\_\_pages;

(ii) Attachment A, the Agency's Request for Proposal (RFP) 0283-L, consisting of \_\_\_\_\_pages; Appendix A, the Price Proposals, consisting of \_\_\_\_\_pages; Appendix B, the sample Contract, consisting of \_\_\_\_\_pages; Appendix C, Wyoming Statutes, consisting of \_\_\_\_\_pages; and Appendix D, Questions & Answers, consisting of \_\_\_\_\_pages;

(iii) Attachment B, the Contractor's Proposal consisting of \_\_\_\_\_pages; Appendix A consisting of \_\_\_\_\_pages; Appendix B consisting of \_\_\_\_\_pages, etc;

(iv) Attachment C, the Contractor's Price proposal consisting of \_\_\_\_\_pages; and

(v) Attachment D, the Contractor's Proposal Clarification Responses, consisting of \_\_\_\_\_pages.

**K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyoming Statute § 9-13-101 *et seq.*), and any and all ethical standards governing the Contractor's profession.

**L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or

negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

#### **M. Indemnification**

(i) The Contractor shall indemnify, defend and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of the Contractor's duties and obligations hereunder, or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

(ii) The above indemnification clause shall not be construed in any manner to hold the Contractor liable for the negligent acts or omissions of the Agency in connection with this Contract.

**N. Independent Contractor.** The Contractor shall function as an independent Contractor for the purpose of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

**O. Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Agency may, at its discretion, terminate this Contract without liability to the Agency, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by certified mail, overnight mail, or delivery in person.

**Q. Notice and Approval of Proposed Sale or Transfer of the Contractor.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or

transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Agency.

**S. Patent or Copyright Protection**

(i) The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction.

(ii) Nothing contained within this Contract shall be construed as a grant of any right, title, interest, or license, whether express or implied, with respect to any patent, copyright, trade name, trademark, service mark, trade secret, or other proprietary interest or intellectual property, now, or hereafter, owned, controlled, or licensable by any party.

**T. Prior Approval.** This Contract shall not be binding upon either party, no service shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Section, and approved by the Governor of the State of Wyoming or his designee if required by Wyoming Statute §9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverages and provided the corresponding certificates of insurance:

(i) Commercial General Liability Insurance. Contractor shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to, or destruction of, the property of others, including loss of use thereof, and including products and completed operations in an amount not less than five hundred thousand dollars (\$500,000.00) per claimant and one million dollars (\$1,000,000.00) per occurrence.

(ii) All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Agency.

(iii) Agency as Additional Insured. All insurance policies required by this Contract, except workers' compensation, shall name the Agency as an additional insured, and shall

contain a waiver of subrogation against the Agency, its agents and employees. Contractor shall provide, upon request, a copy of an endorsement providing this coverage.

(iv) Agency's Right to Reject. The State reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to insurance companies with an "Omit" rating in the A. M. Best insurance rating guide.

(v) Subcontractors. The insurance requirements set forth above apply to all Subcontractors. It is the Contractor's responsibility to ensure that its Subcontractors meet these insurance requirements. The Agency has the right to review the Certificates of any and all subcontractors used by the Contractor.

**V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state law.

**X. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and Social Security taxes, workers' compensation, unemployment insurance and sales taxes.

**Y. Termination of Contract**

(i) This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

(ii) Termination of the Contract may be made by either party at any time with or without cause, upon no less than ninety (90) days written notice by certified mail, overnight mail, telegram, or personal delivery of notice to the other parties. This Contract shall remain in full force and effect until terminated as provided herein. In such event, the Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, the Agency shall pay the Contractor prior to said termination charges for service rendered up through the date of last day of service. The Contractor shall not be entitled to any termination costs.

**Z. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek

any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

**AA. Time is of the Essence.** Time is of the essence in all provisions of the Contract; accordingly, all time limits shall be strictly construed and strictly enforced. The Contractor's failure to meet a deadline imposed hereunder shall be considered a material and significant breach of this Contract and shall entitle the Agency to any and all liquidated damages set forth in section 7C Liquidated Damages.

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

INTENTIONALLY LEFT BLANK

**9. Signatures**

**A.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, and that they have the authority to sign it.

**B.** This Contract is not binding on either party until approved by the Department of Administration and Information's Procurement Section and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

**C.** The effective date of this Contract is the date of the signature last affixed to this page.

**AGENCY**

\_\_\_\_\_  
Keith J. McIntosh, Administrator  
Division of Vocational Rehabilitation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathy C. Emmons, Director  
Department of Workforce Services

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Name  
Title  
Name of Contractor

\_\_\_\_\_  
Employer ID number

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

\_\_\_\_\_  
Robert L. Lanter  
Senior Assistant Attorney General

\_\_\_\_\_  
Date



# **Appendix C**

## **Wyoming Relay Statutes**

TITLE 16  
CHAPTER 9  
TELEPHONE SERVICE

ARTICLE 2  
TELECOMMUNICATIONS FOR THE COMMUNICATIONS IMPAIRED

**16-9-201. Definitions.**

(a) As used in this act, unless the context requires otherwise, the following definitions apply:

(i) "Access line" means the facility that allows the customer of a local exchange company or radio communications service provider to access the local or toll network with the exception of dedicated facilities such as a private line;

(ii) "Committee" means the committee on telecommunications services for the communications impaired established by W.S. 16-9-202;

(iii) "Communications impaired" means hearing impaired or speech impaired individuals as defined by the Americans With Disabilities Act of 1990, Title IV, Section 401;

(iv) "Division" means the division of vocational rehabilitation within the department of workforce services;

(v) "Local exchange company" means a telecommunications company that provides telephone access lines to members of the general public who are its customers;

(vi) "Message relay system" means a statewide service through which a communications impaired person, using specialized telecommunications equipment, may send and receive messages to and from a noncommunications impaired person whose telephone is not equipped with specialized telecommunications equipment and through which a noncommunications impaired person may, by using voice communication, send and receive messages to and from a communications impaired person;

(vii) "Program" means the program established by W.S. 16-9-205;

(viii) "Radio communications service provider" means a telecommunications company that provides radio communication service, radio paging or cellular service to members of the general public who are its customers;

(ix) "Specialized telecommunications equipment" means a device that, when connected to a telephone, enables or assists a person who is communications impaired to communicate with

another person utilizing the telephone network. The term most commonly refers, but is not limited to, telecommunications devices for the deaf (TDDs);

(x) "This act" means W.S. 16-9-201 through 16-9-210.

**16-9-202. Committee on telecommunications services for the communications impaired; composition; allocation.**

(a) There is created a committee on telecommunications services for the communications impaired.

(b) The committee shall consist of seven (7) members. The membership shall be appointed by the governor and shall consist of one (1) member from each appointment district as provided by W.S. 9-1-218. Not more than four (4) members shall be of the same political party.

(c) The committee is allocated to the division for administrative purposes.

**16-9-203. Term of office; vacancies; officers; bylaws; compensation; conflict of interest.**

(a) Each member of the committee shall serve a term of three (3) years, except that the governor shall appoint two (2) of the initial members to serve terms of one (1) year and two (2) of the initial members to serve terms of two (2) years.

(b) A vacancy on the committee shall be filled in the same manner as the original appointment.

(c) The committee shall choose a chairperson from among its members.

(d) The committee shall establish its own operating procedures.

(e) Members of the committee shall receive no compensation, but those members defined in W.S. 16-9-202(b)(i) and (ii) [§ 16-9-202(b)] shall be reimbursed under W.S. 9-3-102 and 9-3-103 for travel and per diem expenses incurred in the performance of their duties.

(f) In order to avoid a potential conflict of interest, members of the committee representing a potential provider of the message relay system or specialized telecommunications equipment shall abstain from any vote or decision of the committee regarding the award of contracts for those services or equipment by the division.

**16-9-204. Power and duties of the committee.**

(a) The committee shall advise the division as to the administration of the program provided for in W.S. 16-9-205. In fulfilling this duty, the committee shall:

Wyoming Telecommunications Relay Service  
Division of Vocational Rehabilitation  
Request for Proposal No. 0283-L  
B-Page 112 of 154

(i) Review and recommend policies and procedures governing administration of the program and ensure the program is in compliance with any applicable state and federal laws or regulations;

(ii) Assist the state in obtaining certification from the federal communications commission that the program is in compliance with such rules and regulations;

(iii) Review the division's budget request for administration of services under the program;

(iv) Monitor the expenditures of funds for the program;

(v) Monitor the quality of the program and the satisfaction of the users;

(vi) Perform any other duties necessary to properly advise the division as to the administration of the program.

**16-9-205. Program established; purpose; responsibilities of the division of vocational rehabilitation.**

(a) The division in consultation with the committee, shall establish and administer a program to provide specialized telecommunications equipment and message relay services to persons who are communications impaired. The purpose of the program shall be to:

(i) Furnish specialized telecommunications equipment to meet the needs of persons who are communications impaired and who might be otherwise disadvantaged in their ability to obtain such equipment; and

(ii) Provide a message relay system to allow persons who are communications impaired to communicate via the telecommunications network with noncommunications impaired persons.

(b) In carrying out its responsibilities, the division shall:

(i) Develop rules, policies and procedures, as may be necessary, to govern administration of the program and ensure the program is in compliance with any applicable state and federal laws or regulations;

(ii) As part of its request for proposals, include provision for an equipment distribution program and utilize a preexisting state agency means test, if available, to determine eligibility for participation in the specialized telecommunications equipment program;

(iii) Implement the message relay system as described in subsection (a)(ii) of this section within one (1) year following the effective date of this act and, to the extent funds

generated by the special fee specified in W.S. 16-9-209 are available, implement the specialized telecommunications equipment distribution program described in subsection (a)(i) of this section within two (2) years following the effective date of this act;

(iv) Perform any other duties necessary to properly oversee administration of the program.

#### **16-9-206. Message relay system; requirements.**

(a) The division, after consultation with the committee, shall contract with a qualified provider to design and implement a message relay system that fulfills the purpose described in W.S. 16-9-205. The division shall award the contract for this service to the provider based upon price, the interests of the communications impaired community in having access to a high-quality and technologically advanced telecommunications system, and all other factors listed in the committee's request for proposal including proposals for a specialized telecommunications equipment distribution program.

(b) Except in cases of willful misconduct, gross negligence or bad faith, neither the committee nor the provider of the message relay system, nor the employees of the provider of the message relay system, shall be liable for any claims, actions, damages or causes of action arising out of or resulting from the establishment, participation in, or operation of the message relay system.

(c) The division shall require, under the terms of the contract, that:

(i) The system be available statewide for operation seven (7) days a week, twenty-four (24) hours per day, including holidays, for both interstate and intrastate calls;

(ii) The system relay all messages promptly and accurately;

(iii) The system maintain the privacy of persons using the system;

(iv) The provider preserve the confidentiality of all telephone communications; and

(v) The system conform to any standards established by applicable state or federal laws or regulations.

#### **16-9-207. Gifts and grants.**

The committee may accept contributions, gifts and grants, in money or otherwise, to the program established in W.S. 16-9-205. Monetary contributions, gifts and grants must be deposited in the fund created by W.S. 16-9-208.

**16-9-208. Fund for telecommunications services for the communications impaired.**

(a) There is created an account for telecommunications services for the communications impaired in the earmarked revenue fund. The account shall consist of:

(i) All monetary contributions, gifts and grants received by the committee as provided in W.S. 16-9-207; and

(ii) All special fee charges billed and collected pursuant to W.S. 16-9-209.

(b) The money in the account is appropriated to the division to implement this act.

**16-9-209. Special fee.**

(a) The committee shall annually determine the amount of a special fee, not to exceed twenty-five cents (\$.25) per access line per month, based upon available cost data and other information, that will cover the costs of providing intrastate message relay service as provided in Section 401 of the Americans With Disabilities Act of 1990, including the cost of implementing and administering this act. Funding for the interstate portion of the Wyoming relay system shall be provided in a manner consistent with rules and orders adopted by the federal communications commission in implementing the Americans With Disabilities Act.

(b) The committee shall notify the public service commission, in writing, of the amount of the monthly access line special fee determined by the committee. The public service commission shall provide for the inclusion and identification of the special fee on each monthly billing for service from each local exchange company and radio communications service provider.

(c) Each customer of a local exchange company or radio communications service provider shall be liable for payment to the local exchange company or radio communications service provider of any special fee imposed pursuant to this act. The local exchange company or radio communications service provider shall not be liable for any uncollected charge, nor shall the company have an obligation to take any legal action to enforce the collection of any charge that is unpaid by its customers.

NOTE: Effective 08/01/2002, this section will read as follows:

(c) Each customer of a local exchange company or radio communications service provider shall be liable for payment to the local exchange company or radio communications service provider of any special fee imposed pursuant to this act. In the case of a customer of a radio communications service provider, any fee imposed by this act shall be imposed only if the customer's place of primary use is in this state as provided by the Mobile Telecommunications Sourcing Act, 4 U.S.C. §§ 116 through 126. The provisions of the Mobile Telecommunications Sourcing Act shall apply to this subsection. The local exchange company or radio

communications service provider shall not be liable for any uncollected charge, nor shall the company have an obligation to take any legal action to enforce the collection of any charge that is unpaid by its customers.

(d) No customer of a local exchange company shall be required to pay the special fee on more than one hundred (100) access lines per account and no customer of a radio communications service provider shall be required to pay the special fee on more than one hundred (100) radio communication service numbers per account in Wyoming.

(e) Except as provided in subsection (g) of this section, all special fees billed and collected by a local exchange company or radio communications service provider shall be transmitted to the state treasurer not later than the last day of the month following the end of the month in which the special fee is collected. All special fees received by the state treasurer shall be deposited in the account established by W.S. 16-9-208.

(f) All special fees billed and collected by a local exchange company or radio communications service provider shall not be considered revenues of the local exchange company or radio communications service provider and are not subject to tax under W.S. 39-15-101 through 39-16-311.

(g) Each local exchange company or radio communications service provider may deduct and retain one percent (1%) of the total charges billed and collected each month to cover administrative expenses in complying with the requirements of subsections (b) through (e) of this section.

#### **16-9-210. Records; audit.**

(a) Each local exchange company or radio communications service provider shall maintain a record of the special fees billed and collected pursuant to W.S. 16-9-209 for a period of three (3) years from the date of billing or collection, respectively.

(b) The committee may require an audit, at division expense, of the records of each local exchange company or radio communications service provider to assure proper accounting of all special fees billed and collected pursuant to W.S. 16-9-209.

# **Appendix D**

## **Historical Call Data 2003**



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Total Min*	13,512	12,530	14,951	15,278	15,493	16,457	15,628	15,473	15,498	13,343	12,904	13,637	174,704
Avg Length	4.4	4.25	4.38	4.33	4.14	4.21	4.21	4.29	4.38	4.21	4.49	4.42	4.31
Inbound Calls	3,107	2,944	3,427	3,503	3,735	3,901	3,723	3,567	3,507	3,175	2,859	3,068	40,516
Outbound Calls	3,852	3,678	4,370	4,582	4,824	4,927	4,820	4,741	4,651	4,064	3,683	3,820	52,012
Local	1,694	1,675	1,907	2,215	2,415	2,313	2,225	2,008	1,946	1,869	1,662	1,828	23,757
Intrastate/Intralata	110	80	140	106	104	117	118	170	155	75	88	107	1,370
Intrastate/Interlata	0	7	9	11	6	35	10	10	3	6	9	5	111
Interstate	213	212	269	246	252	358	315	342	339	258	209	190	3,203
Toll Free	251	188	283	277	223	229	256	258	384	210	270	271	3,100
Directory Assistance	6	6	6	6	6	2	0	5	18	8	9	19	91
900 NPA	0	0	0	0	0	0	0	0	0	0	0	0	0
International	0	1	0	0	0	0	0	0	0	0	0	0	1
General Assistance	1,007	911	995	998	1,112	1,242	1,109	1,119	1,073	1,050	959	892	12,467
Baudot Calls	1,085	987	1,472	1,609	1,519	1,080	1,007	847	853	693	680	568	12,400
Turbo Code Calls	885	914	927	940	1,033	1,389	1,607	1,596	1,558	1,429	1,145	1,285	14,708
ASCII Calls	11	28	32	44	13	37	10	3	4	15	0	0	197
Voice Calls	491	523	563	562	638	621	667	651	572	468	489	562	6,807
VCO Calls	368	305	381	428	508	556	419	523	591	409	410	513	5,411
HCO Calls	5	10	0	1	1	2	1	2	0	0	0	0	22
STS Calls	2	2	0	0	0	0	0	0	0	0	0	1	5
Spanish Calls	0	0	1	0	2	1	1	1	6	1	0	2	15

Note: \*Minutes are session minutes

# **Appendix E**

## **NPA/NXX Report**

**Number of Relay Subscribers by Community**

**December, 2003**

**Total subscribers - 788**

**Cheyenne** (158)

214	-	1
220	-	3
221	-	3
421	-	2
432	-	4
433	-	4
477	-	0
497	-	0
630	-	1
631	-	0
632	-	24
633	-	3
634	-	23
635	-	26
637	-	16
638	-	21
771	-	3
772	-	4
773	-	1
775	-	2
777	-	1
778	-	16

**Casper** (102)

230	-	0
232	-	4
233	-	1
234	-	16
235	-	8
237	-	17
247	-	0
258	-	0
259	-	0
261	-	2
262	-	2
265	-	15
266	-	4
267	-	0
268	-	1

377	-	0
472	-	12
473	-	14
577	-	6
995	-	0

**Green River** (58)

870	-	3
871	-	0
872	-	1
875	-	54

**Sheridan** (56)

655	-	4
672	-	16
673	-	6
674	-	26
683	-	3
751	-	0
752	-	1

**Laramie** (55)

399	-	0
721	-	9
742	-	23
745	-	19
755	-	2
760	-	1
766	-	1
977	-	0

**Evanston** (35)

444	-	1
679	-	1
783	-	1
789	-	32
799	-	0

**Rock Springs** (34)

350	-	4
352	-	0
354	-	0
362	-	17
382	-	13
389	-	0

**Riverton** (30)

240	-	1
850	-	3
851	-	1
855	-	0
856	-	17
857	-	8
858	-	0

**Gillette** (28)

567	-	0
670	-	0
682	-	8
685	-	3
686	-	15
687	-	2
689	-	0

**Jackson** (24)

690	-	0
730	-	0
732	-	5
733	-	15
734	-	2
739	-	2

**Cody** (23)

272	-	1
527	-	5
587	-	17

899	-	0
-----	---	---

**Rawlins** (21)

320	-	1
321	-	1
324	-	15
328	-	4

**Douglas** (17)

351	-	0
358	-	17
359	-	0

**Lander** (14)

330	-	0
332	-	12
335	-	2
345	-	0

**Torrington** (13)

532	-	13
534	-	0
575	-	0

**Buffalo** (10)

620	-	0
684	-	10

**Newcastle** (9)

465	-	1
746	-	8
941	-	0

**Powell** (9)

754 - 9

**Upton** (8)

468 - 8

**Wheatland** (8)

322 - 8  
331 - 0

**Kemmerer** (7)

727 - 0  
828 - 0  
877 - 7

**Lusk** (7)

334 - 7  
340 - 0

**Worland** (7)

347 - 7  
388 - 0  
431 - 0

**Big Piney** (3)

260 - 0  
276 - 3

**Freedom** (3)

883 - 3  
890 - 0

**Glendo** (3)

735 - 3

**Mt. View** (3)

360 - 0  
780 - 2  
782 - 1

**Alpine** (2)

654 - 2

**Basin** (2)

568 - 2

**Burns** (2)

547 - 2

**Lingle** (2)

837 - 2

**Lovell** (2)

548 - 2

**Lyman** (2)

787 - 2

**Midwest** (2)

437 - 2

**Pine Bluffs** (2)

245 - 2



**Sundance** (2)

283 - 2

**Wright** (2)

464 - 1

939 - 1

**Albin** (1)

246 - 1

**Alta** (1)

353 - 1

**Arvada** (1)

736 - 1

**Chugwater** (1)

422 - 1

**Clearmont** (1)

758 - 1

**Dubois** (1)

450 - 1

455 - 0

**Glenrock** (1)

436 - 1

**Guernsey** (1)

836 - 1

**LaBarge** (1)

386 - 1  
390 - 0

**LaGrange** (1)

834 - 1

**Lake** (1)

242 - 1

**Moorcroft** (1)

756 - 1

**Old Faithful** (1)

545 - 1

**Pinedale** (1)

231 - 0  
367 - 1  
537 - 0

**Shoshoni** (1)

876 - 1

**Southeast Sheridan** (1)

737 - 1

**Ten Sleep** (1)

366 - 1

**Thermopolis** (1)

864 - 1  
921 - 0

**Afton** (0)

884 - 0  
885 - 0  
886 - 0

**Baggs** (0)

380 - 0  
383 - 0

**Burlington** (0)

762 - 0

**Carpenter** (0)

649 - 0

**Clark** (0)

645 - 0

**Cokeville** (0)

279 - 0

**Crowheart** (0)

486 - 0

**Daniel** (0)

859 - 0

**Decker** (0)

750 - 0

**Encampment** (0)

327 - 0

**Farson** (0)

273 - 0

**Frannie** (0)

664 - 0

**Gas Hills** (0)

457 - 0

**Greybull** (0)

765 - 0

**Hamilton Dome** (0)

867 - 0

**Hanna** (0)

325 - 0

339 - 0

348 - 0

**Hulett** (0)

467 - 0

**Hyattville** (0)

469 - 0

**Jeffrey City** (0)

540 - 0

544 - 0

**Leighcnyon** (0)

576 - 0

**Mammoth** (0)

344 - 0

**Manila** (0)

874 - 0

**Medicine Bow** (0)

379 - 0

**Meeteetse** (0)

868 - 0

**Rock River** (0)

378 - 0

**Saratoga** (0)

326	-	0
329	-	0

**Urie** (0)

786	-	0
-----	---	---

**WBLFourche** (0)

896	-	0
-----	---	---

**West Edgemont** (0)

663	-	0
-----	---	---

**West Lyman** (0)

788	-	0
-----	---	---

**West Spearfish** (0)

643	-	0
-----	---	---

# **Appendix F**

## **Proposal Questionnaire**

**PROPOSAL QUESTIONNAIRE  
STATE OF WYOMING**

In order to help us improve the quality of State Proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal, please send this completed form to Lori Cielinski via fax, (307) 472-5601, or mail, 851 Werner Court, Suite 120, Casper, WY 82601.

**Title: Telecommunications Relay Service Request for Proposal No. 0283-L**

1. If you will not be submitting a proposal, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Please explain in "Remarks" section.)
- ☐ We cannot be competitive. (Please explain in "Remarks" section.)
- ☐ Time allotted for completion of the proposal is insufficient.
- ☐ Transition time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Please explain in "Remarks" section.)
- ☐ Proposal requirements (other than specifications) are unreasonable or too risky. (Please explain in "Remarks" section.)
- ☐ Prior State of Wyoming contract experience was unprofitable or otherwise unsatisfactory. (Please explain in "Remarks" section.)
- ☐ Payment schedule too slow.
- ☐ Other: \_\_\_\_\_

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. Use the reverse side or attach additional pages as needed.

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_



**Telecommunications Relay Service  
Division of Vocational Rehabilitation  
Department of Workforce Services  
Request for Proposal No. 0283-L  
Questions and Answers**

**SECTION REFERENCED: III. SPECIAL PROVISIONS**

37. **LIQUIDATED DAMAGES-FAILURE TO MEET PERFORMANCE REQUIREMENTS**

37.5 **Operating Parameters**

37.5.2 *Excessive Time to Answer Calls. Except during network failure, the requirement is that for each calendar day ninety percent (90%) of all calls shall be answered within ten (10) seconds and the average answer speed shall be 3.3 seconds or less. Abandoned calls shall be included in the speed-of-answer calculation. Liquidated damages for any days in which less than ninety percent (90%) of calls are answered in ten (10) seconds, or the average speed of answer is less than 3.3 seconds, shall be equivalent to two hundred and fifty dollars (\$250.00) per day.*

**QUESTION:** Will the Agency please clarify if liquidated damages will be assessed if the average speed of answer is “more than 3.3 seconds” rather than “less than 3.3 seconds” as stated?

**ANSWER:** Liquidated damages will be assessed if the average speed of answer is greater than 3.3 seconds. Section 37.5.2 is hereby changed to read:

37.5.2 *Excessive Time to Answer Calls. Except during network failure, the requirement is that for each calendar day ninety percent (90%) of all calls shall be answered within ten (10) seconds and the average answer speed shall be 3.3 seconds or less. Abandoned calls shall be included in the speed-of-answer calculation. Liquidated damages for any days in which less than ninety percent (90%) of calls are answered in ten (10) seconds, or the average speed of answer is greater than 3.3 seconds, shall be equivalent to two hundred and fifty dollars (\$250.00) per day.*

41. **RFP TERMINOLOGY AND ABBREVIATIONS**

41.1 *The following terms, when used in this RFP, have the meanings as shown below:*

41.1.15 **Billable (Session) Minutes:** *The time period measured in minutes beginning from the point when a relay operator connects to an incoming relay call until the moment the relay operator disconnects the last party. **\*\*(For the purpose of this RFP and subsequent Contract, the definition of billable minutes includes incomplete calls (busy, no answer, or wrong number) that do not reach the intended called party, general assistance calls, call set-up and wrap-up, but does not include the time in queue (call is ringing, waiting for the call to connect to the relay operator).***

*Session time for each individual call shall be recorded at least to the nearest tenth of a minute. When call times are added up at the end of each month, the total shall be rounded to the nearest minute. For example:  $1.3 + 4.7 + 6.4 = 12.4$  minutes total (rounded down to 12 for billing purposes). This total shall be the amount of time to be billed. The state recognizes that all intrastate (i.e., local, intrastate/intra-LATA toll, intrastate/inter-LATA toll) call minutes are billable to the Agency. The Agency also acknowledges that the share of toll-free and pay-per-call minutes not reimbursed by the Interstate TRS Fund Administrator is billable to the Agency.*

**QUESTION:** Can the State be more flexible in allowing billing totals to appear as more precise amounts, i.e. rounded to the nearest 10<sup>th</sup> or 100<sup>th</sup> of a minute?

**ANSWER:** The State will allow billing totals to be rounded to the nearest tenth (10<sup>th</sup>) of a minute. The second (2<sup>nd</sup>) paragraph of section 41.1.15 is hereby changed to read:

Session time for each individual call shall be recorded at least to the nearest hundredth of a minute. When call times are added up at the end of each month, the total shall be rounded to the nearest tenth of a minute. For example:  $1.38 + 4.76 + 6.49 = 12.63$  minutes total (rounded down to 12.6 minutes for billing purposes). This total shall be the amount of time to be billed. The state recognizes that all intrastate (i.e., local, intrastate/intra-LATA toll, intrastate/inter-LATA toll) call minutes are billable to the Agency. The Agency also acknowledges that the share of toll-free and pay-per-call minutes not reimbursed by the Interstate TRS Fund Administrator is billable to the Agency.

**SECTION REFERENCED: V. BUSINESS EXPERIENCE**

*5.1 The Division of Vocational Rehabilitation may arrange for test calls to assist in the evaluation of the quality of relay service being provided by the proposers. Such calls will not be identified as test calls.*

**QUESTION: What criteria will be used to evaluate test calls?**

**ANSWER:** The criteria used will be speed, accuracy, and adherence to procedures for relaying communications. The method used for conducting test calls will be as follows: A script or scripts will be developed. The same script will be used to place calls through each of the proposers' relay services. The time will be measured and recorded from when the last number is dialed until a live operator ready to relay the call answers, and, the time will continue to be recorded until the last party disconnects from the call. The calls will be recorded and the transcription of the voice recording will be compared with the text portion of the call for accuracy and proper procedures for relaying communications. All the data from each test call will be provided to each of the evaluators.

**SECTION REFERENCED: VI. MANDATORY SPECIFICATIONS**

**2.1 MANDATORY SUB-SECTIONS**

*The specifications in the following sub-sections are all mandatory:*

- A. General Requirements*
- B. System Standards*
- C. Billing & Call Records Standards*
- D. Relay Operator Standards*
- E. Invoicing Standards*
- F. Outreach/Consumer Responsiveness Standards*
- G. Service Implementation*

**QUESTION: Does the State prefer to receive proposals referencing sub-sections as A through G as indicated here or in Roman numeral format as they are listed in the RFP itself?**

**ANSWER:** The State prefers to receive the proposals referencing sub-sections in Roman numeral format. Section 2.1 is hereby changed to read:

**2.1 MANDATORY SUB-SECTIONS**

The specifications in the following sub-sections are all mandatory:

- VII. General Requirements**
- VIII. System Standards**
- IX. Billing & Call Records Standards**
- X. Relay Operator (Communication Assistant) Standards**
- XI. Invoice and Reporting Requirements**
- XII. Outreach/Customer Responsiveness Requirements**
- XIII. Service Implementation**

**SECTION REFERENCED: VII. GENERAL REQUIREMENTS**

**1. SCOPE OF SERVICE**

1.4 *In addition to three-digit, 7-1-1 dialing, the existing Agency-owned, nationwide, toll-free numbers shall be used. All current toll free numbers and any additional toll-free numbers provided under this solicitation will remain the property of the Agency. The current toll free numbers for access to Wyoming Relay are:*

- |    |                |                          |
|----|----------------|--------------------------|
| a. | 1-877-711-9982 | Translation Code for 711 |
| b. | 1-800-877-9965 | TTY and ASCII            |
| c. | 1-800-877-9975 | Voice                    |
| d. | 1-877-877-1474 | VCO                      |
| e. | 1-877-787-0503 | STS                      |
| f. | 1-800-829-2783 | Spanish                  |
| g. | 1-900-463-3323 | Pay-per-call Service     |

**QUESTION:** 900 dialing numbers are not portable between telecommunications carriers. The 900 numbers are purchased and owned by each separate carrier so one available from one carrier is not available from another. Will the State delete these requirements to maintain the current 900 number in use for Wyoming Relay? (\*\*Question also refers to Section XIII, 1.3 and to the Sample Contract, Section 5.F)

**ANSWER:** The State will delete the requirements to maintain the current 900 number in use for Wyoming Relay. Section 1.4 is hereby changed to read:

1.4 In addition to three-digit, 7-1-1 dialing, the existing Agency-owned, nationwide toll-free numbers shall be used. All current toll free numbers and any additional toll-free numbers provided under this solicitation will remain the property of the Agency. The current toll free numbers for access to Wyoming Relay are:

- |    |                |                          |
|----|----------------|--------------------------|
| a. | 1-877-711-9982 | Translation Code for 711 |
| b. | 1-800-877-9965 | TTY and ASCII            |
| c. | 1-800-877-9975 | Voice                    |
| d. | 1-877-877-1474 | VCO                      |
| e. | 1-877-787-0503 | STS                      |
| f. | 1-800-829-2783 | Spanish                  |

**6. INTERNET PROTOCOL (IP) RELAY**

6.1 *The Contractor shall process all IP relay calls to and from relay users in Wyoming. Please describe how IP relay will be implemented and provided, including a discussion of how the security of IP transmission and confidentiality is ensured. The Agency waives the requirements of emergency call handling, VCO, STS, HCO, 900 (pay-per-call) services, equal access to inter-exchange carriers, call release, speed dialing and three-way calling for IP relay calls. However, if a proposer is able to provide any of these waived services for IP relay, please discuss. The Agency recognizes that both intrastate and interstate IP Relay is presently being paid for by the Interstate TRS Fund Administrator (currently NECA). However, there is a reasonable possibility that the State will become responsible for paying for the intrastate portion of IP relay service in the near future.*

7. VIDEO RELAY SERVICE

7.1 *The Contractor shall process all VRS relay calls to and from relay users in Wyoming, as well as all VRS relay calls that are initiated by Wyoming Relay users through the Wyoming Relay website <http://www.wyvr.com>. Video Relay users need to own or access videoconferencing equipment to be able to place and receive VRS calls. Please describe how VRS will be implemented and provided. Include in the discussion the video system used, the transmission bandwidth, how the quality of the video is ensured, how the security and confidentiality of the transmission is ensured and the specialized technical support available for users experiencing problems. The Contractor shall employ qualified interpreters who are proficient in ASL, Signed English, and PSE, both receptive and expressive, and oral interpreting. VRS interpreters will function as fully trained Wyoming Relay operators and must adhere to the RID Code of Ethics. The Agency waives the requirements of emergency call handling, VCO, STS, HCO, 900 (pay-per-call) services, call release, speed dialing, three-way calling, speed of answer, and equal access to inter-exchange carriers for VRS relay calls. However if a proposer is able to provide any of these waived services for VRS relay, please discuss. The Agency recognizes that both intrastate and interstate VRS are currently being paid for by the Interstate TRS Fund Administrator (currently NECA). However, there is a reasonable possibility that the state will become responsible for paying for the intrastate portion of VRS in the near future.*

**QUESTION:** If the State becomes responsible for reimbursing the vendor for IP-Relay and/or VRS minutes, will reimbursement be based upon Conversation minutes as is now the case or will reimbursement become based on Session minutes?

**ANSWER:** At this time the State does not know if reimbursement for IP-Relay and/or VRS minutes will be based on Conversation minutes or Session minutes. The State will make the decision on whether to reimburse the Contractor for Conversation minutes or Session minutes for IP-Relay and/or VRS minutes prior to the date the State becomes responsible for reimbursement of intrastate IP and/or VRS minutes. This decision shall be incorporated into a Contract Amendment.

9. ACCESS TO 900 OR ANY PAY-PER-CALL NUMBERS

9.1 *The Contractor shall provide access to 900/976 numbers and any other pay-per-call numbers. The method of providing this service may include establishing a separate 900 incoming number. The proposal must describe the procedure that will be used to implement this service, including how calls from a line that has 900/976 number blocking will be identified and handled. The proposal must include a detailed billing procedure for such calls.*

**QUESTION:** 976 numbers are not very much in use and when they are, are specific to individual and regional LECs and CLECs and not readily accessible through an outside carrier. Will the State remove the requirement for 976 dialing?

**ANSWER:** Section 9.1 is hereby changed to read:

9.1 The Contractor shall provide access to 900 numbers and any other pay-per-call

numbers. The method of providing this service may include establishing a separate 900 incoming number. The proposal must describe the procedure that will be used to implement this service, including how calls from a line that has 900 (pay-per-call) number blocking will be identified and handled. The proposal must include a detailed billing procedure for such calls.

The Agency's intention in section 9.1 is to ensure compliance with the FCC's requirement that relay services shall be capable of handling pay-per-call calls. If 976 numbers are no longer in use as a pay-per-call number, then section 9.1 as changed above will not apply to them. If 976 numbers are in use as a pay-per-call number, even if on a limited basis, then the Contractor shall provide access to them or explain why the Contractor cannot provide access as a proposal exception.

**SECTION REFERENCED: VIII. SYSTEM STANDARDS**

**11. AUTO-SWITCHABLE MODEMS**

**11.1** *Modems must be auto-answer and auto-switchable at all speeds.*

**QUESTION:** Modems are not necessarily the only technology to allow this capability. Will the State change the requirement to allow other technology that meets the same standard?

**ANSWER:** Yes. Section 11.1 is hereby changed to read:

**11.1** Modems must be auto-answer and auto-switchable at all speeds. Other technology that provides this capability is acceptable. If alternate technology is used, please include an explanation in the proposal with details supporting how it provides the capability of modems that are auto-answer and auto-switchable at all speeds.



**SECTION REFERENCED: X. RELAY OPERATOR (COMMUNICATION ASSISTANT)  
STANDARDS**

**3. SUPERVISORY PERSONNEL**

*3.1 The Contractor shall employ a sufficient number of supervisory personnel to oversee relay operators and to maintain required service levels. In addition to experience and supervisory or management training, supervisors shall meet the same qualifications and have the same training as the relay operators they supervise. Proposal shall discuss what the proposer looks for in hiring supervisors, and how they are trained, as well as staffing patterns to ensure that there is always a supervisor available to callers on-line for all call types available including STS, Spanish and VRS. Proposals shall include information on supervisor to relay operator ratios.*

**QUESTION: Even if supervisory personnel are promoted from relay operator positions there is a likelihood that they will not maintain the same qualifications as the relay operators they supervise, i.e. 60 WPM typing skills. Will the State delete this specific requirement?**

**ANSWER:** Job duties and responsibilities of supervisors may vary within a proposer's organization as well as between proposers. The Agency understands that relay operators, promoted to supervisors that coach, provide direction and/or assistance to relay operators, but no longer process or handle live relay calls, may not be able to maintain the same qualifications. However, if as supervisors, part of their job duties include actually processing or handling live relay calls themselves, or taking over the processing or handling of live relay calls from the relay operators they supervise, then they should have the same qualifications.

Section 3.1 is hereby changed to read:

3.1 The Contractor shall employ a sufficient number of supervisory personnel to oversee relay operators and to maintain required service levels. In addition to experience and supervisory or management training, any supervisor required to process/handle live relay calls, or take over the processing/handling of live relay calls from a relay operator, shall meet the same qualifications and have the same training as the relay operators they supervise. Proposal shall provide job descriptions for supervisors of relay operators, discuss what the proposer looks for (qualifications) in hiring supervisors, explain how they are trained, as well as provide staffing patterns to ensure that there is always a supervisor available to callers on-line for all call types available including STS, Spanish and VRS. Proposals shall include information on supervisor to relay operator ratios.

**SECTION REFERENCED: XI. INVOICE AND REPORTING REQUIREMENTS**

**4. MONTHLY REPORTS INCLUDING TRAFFIC REPORTS**

- 4.1 *Proposers shall submit the reporting format for monthly traffic reports. Within two months of award, the Contractor shall meet with the Division of Vocational Rehabilitation to determine all types of data available for reporting purposes to set up any additional regular monthly reports. All reports shall become the property of the Agency, not copyrighted by the provider.*

**QUESTION: What is meant by “reporting format” in this requirement? Is a sample report sufficient? Or is the output format of that report requested (i.e., Excel, Access, hard copy, etc)?**

**ANSWER: A sample report is sufficient.**

**4. MONTHLY REPORTS INCLUDING TRAFFIC REPORTS**

- 4.6 *The following information will be included in the monthly traffic reports which shall capture all Wyoming Relay TRS activity of one calendar month and are due no later than twenty-one (21) days after the close of each month:*

4.6.12 *NPA/NXX Report – Monthly NPA/NXX subscriber count with the Wyoming Relay traffic by area code, local exchange lines, and unduplicated number of calls. It is preferable that the NPA/NXX report categorize the NPA/NXX numbers and subscribers by the communities in Wyoming (NPA – 307), listing the name of the community the NPA/NXX numbers for that community and the number of subscribers for each NPA/NXX number. A graphic/pictorial representation depicting geographic calling patterns both within the state and across the country would also be acceptable. (See Appendix E).*

**QUESTION: Will the Agency please clarify the intent of Section 4.6.12? Is the intention solely to report traffic by NPA/NXX or is the intention to require identification of subscribers by ANI? If the latter, how is that reconciled with caller confidentiality requirements?**

**ANSWER: The intention of Section 4.6.12 is solely to report traffic in a usable format by NPA/NXX.**

**SECTION REFERENCED: XII. OUTREACH/CUSTOMER RESPONSIVENESS  
REQUIREMENTS**

**2. OUTREACH AND ADVERTISING**

**2.5** *The Agency will work with the Contractor to provide continuity in relation to past practices and materials.*

**QUESTION:** Please clarify what is meant by “continuity” in relation to past practices and materials. Is there any background material and/or plans/practices that can be provided in this regard?

**ANSWER:** Continuity means to use, when appropriate, materials and information from current and/or previous outreach and advertising efforts. To the extent possible, providing continuity may reduce cost by focusing only on areas where there has been no or ineffective outreach and advertising rather than on recreating everything. Also, continued use of some of the previous outreach and advertising elements, for example the logo, may help lessen or prevent confusion among customers as to the identity of Wyoming Relay. Materials available by request from the Agency contact person are: brochures currently being used, magnets, stickers, the previous marketing plan, Key Findings and Recommendations from Focus Groups, and previous press releases.

**SECTION REFERENCED: XIII. SERVICE IMPLEMENTATION**

**1. SERVICE IMPLEMENTATION**

**1.3** *Portability of Wyoming Relay numbers is required and will be the responsibility of the Contractor to place any required orders to convert to a new relay system. The Wyoming Relay numbers are:*

*1-800-877-9965 (TTY)  
1-800-877-9975 (Voice)  
1-877-787-1474 (VCO)  
1-877-787-0503 (STS)  
1-800-829-2783 (Spanish)  
1-900-463-3323 (Pay-Per-Call)  
1-877-711-9982 (711)*

**QUESTION: 900 dialing numbers are not portable between telecommunications carriers. The 900 numbers are purchased and owned by each separate carrier so one available from one carrier is not available from another. Will the State delete these requirements to maintain the current 900 number in use for Wyoming Relay? (\*\*Question also refers to Section VII, 1.4 and to the Sample Contract, Section 5.F)**

**ANSWER:** Section 1.3 is hereby changed to read:

Portability of Wyoming Relay numbers is required and will be the responsibility of the Contractor to place any required orders to convert to a new relay system. The Wyoming Relay numbers are:

1-800-877-9965 (TTY)  
1-800-877-9975 (Voice)  
1-877-787-1474 (VCO)  
1-877-787-0503 (STS)  
1-800-829-2783 (Spanish)  
1-877-711-9982 (711)

**SECTION REFERENCED: XIV. DESIRABLE SPECIFICATIONS**

**5. ENHANCED VCO CALLS USING VOICE-RECOGNITION SOFTWARE FOR CAPTIONING**

- 5.1 *It is desirable that relay users be able to initiate and receive enhanced VCO calls that use voice recognition technology. This enhanced VCO service must be available on a 24 hours-a-day, 365-days-a-year basis, and subject to a ninety percent (90%) in ten (10) seconds answer performance rate. Contractor to provide this service must meet all provisions of Federal Communication Commissions CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003. Proposals shall describe the qualifications necessary for an Enhanced VCO relay operator, and how you determine if an applicant has those qualifications, including any screening or testing procedures. Proposals shall provide the number of initial and on going hours of training that are provided to Enhanced VCO operators and provide their training curriculum. Proposals shall describe how the transmission speed and accuracy is determined, and their minimum standards for speed (WPM) and accuracy. Describe the procedures for standard phone users to call the enhanced VCO user, which may include: dialing a toll free number (provide that number if known); dialing 7-1-1 or dialing the enhanced VCO user directly, which by some mechanism automatically connects to the enhanced VCO operator/captioner. Describe emergency call handling procedures for enhanced VCO calls.*

**QUESTION: Captel, Inc. has generated and distributed a summary of specifications applicable to CapTel service titled, “CapTel Service Specifications.” The RFP requirement for this service is inconsistent with CepTel’s standard specifications. Will the State change this requirement to be consistent with CapTel’s standard specifications?**

**ANSWER:** The State will change the speed of answer requirement to ten (10) seconds or less for eighty-five percent (85%) of the calls on a daily basis, which is consistent with CapTel’s standard specifications. Section 5.1 is hereby changed to read:

- 5.1 It is desirable that relay users be able to initiate and receive enhanced VCO calls that use voice recognition technology. This enhanced VCO service must be available on a 24 hours-a-day, 365-days-a-year basis, and subject to an eighty-five percent (85%) in ten (10) seconds answer performance rate. Contractor to provide this service must meet all provisions of Federal Communication Commissions CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003. Proposals shall describe the qualifications necessary for an Enhanced VCO relay operator, and how you determine if an applicant has those qualifications, including any screening or testing procedures. Proposals shall provide the number of initial and on going hours of training that are provided to Enhanced VCO operators and provide their training curriculum. Proposals shall describe how the transmission speed and accuracy is determined, and their minimum standards for speed (WPM) and accuracy. Describe the procedures for standard phone users to call the enhanced VCO user, which may include: dialing a toll free number (provide that number if known); dialing 7-1-1 or dialing the enhanced VCO user directly, which by some mechanism automatically connects to the enhanced VCO operator/captioner. Describe emergency call handling procedures for enhanced VCO calls.

**SECTION REFERENCED:** *Appendix B, Sample Contract*

5. *Responsibilities of Contractor*

*F. Access to Wyoming Relay Service shall be toll-free for all Wyoming residents. The Wyoming Relay Service number designated for voice users is 1-800-877-9975; the Wyoming Relay Service number designated for TTY users is 1-800-877-9965; the Wyoming Relay Service number designated for VCO users is 1-877-877-1474; the Wyoming Relay Service number designated for Speech-to-Speech is 1-877-787-0503; the Wyoming Relay Service number designated for Spanish Language Service is 1-800-829-2783, the Wyoming Relay Service number designated for pay-per-call service is 1-900-463-3323. The Wyoming Relay URL of [www.wyvrs.com](http://www.wyvrs.com) is for Video Relay Service. The current telephone numbers and URL to access Wyoming Relay Service, and any additional telephone access numbers and URLs provided during this contract term, shall remain the property of the State of Wyoming. Portability of these phone numbers is required, and the Contractor is responsible for placing the order to convert these numbers from the previous Contractor to the Contractor's relay center(s).*

**QUESTION:** 900 dialing numbers are not portable between telecommunications carriers. The 900 numbers are purchased and owned by each separate carrier so one available from one carrier is not available from another. Will the State delete these requirements to maintain the current 900 number in use for Wyoming Relay? (\*\*Question also refers to Section VII, 1.4 and to Section XIII, 1.3)

**ANSWER:** The State will delete the requirement to maintain the current 900 number in use for Wyoming Relay? Section F of the Sample Contract is hereby changed to read:

*F. Access to Wyoming Relay Service shall be toll-free for all Wyoming residents. The Wyoming Relay Service number designated for voice users is 1-800-877-9975; the Wyoming Relay Service number designated for TTY users is 1-800-877-9965; the Wyoming Relay Service number designated for VCO users is 1-877-877-1474; the Wyoming Relay Service number designated for Speech-to-Speech is 1-877-787-0503; the Wyoming Relay Service number designated for Spanish Language Service is 1-800-829-2783. The Wyoming Relay URL of [www.wyvrs.com](http://www.wyvrs.com) is for Video Relay Service. The current telephone numbers and URL to access Wyoming Relay Service, and any additional telephone access numbers and URLs provided during this contract term, shall remain the property of the State of Wyoming. Portability of these phone numbers is required, and the Contractor is responsible for placing the order to convert these numbers from the previous Contractor to the Contractor's relay center(s).*

7. *Special Provisions*

*I. Subcontracts*

*(i) No work shall be subcontracted without the prior approval of the Agency. Upon the termination of any subcontract, the Agency shall be notified immediately.*

**QUESTION:** May the winner of this solicitation, unless otherwise informed, assume that any and all subcontractors included in its proposal are approved upon award?

**ANSWER:** Yes.

**SECTION REFERENCED:** *Appendix D, Historical Call Data 2003*

*Please refer to the table on page 118 of the RFP.*

**QUESTION:** Please clarify if the Total Minutes indicated are the total State-Billable minutes or if a portion of those minutes are NECA-billable minutes.

**ANSWER:** A portion of the Total Session Minutes is NECA-billable minutes. The Historical Call Data 2003 chart was updated to include specifically the State-Billable minutes. Please see the attached updated chart.

**QUESTION:** Can the total Conversation minutes be provided?

**ANSWER:** Yes. The total Conversation minutes have also been added to the Updated Historical Call Data 2003 chart. Please see the attached updated chart.

**QUESTION:** Please provide traffic data (Conversation and/or Session minutes) for 2000 through 2002.

**ANSWER:** Traffic data including Conversation and Session minutes are provided for 2000 through 2002 on the attached Historical Call Data 2002, 2001, 2000 charts.



### Updated Historical Call Data 2003

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Total Session Min	13,512	12,530	14,951	15,278	15,493	16,457	15,628	15,473	15,498	13,343	12,904	13,637	174,704
Total Conv. Min	9,630	8,648	10,259	10,283	10,368	11,289	10,613	10,684	10,624	9,086	9,034	9,621	120,139
State Billable Min	10,672	10,135	11,811	12,475	12,782	13,033	12,412	11,963	11,712	10,380	10,143	11,018	138,536
Avg Length	4.4	4.25	4.38	4.33	4.14	4.21	4.21	4.29	4.38	4.21	4.49	4.42	4.31
Inbound Calls	3,107	2,944	3,427	3,503	3,735	3,901	3,723	3,567	3,507	3,175	2,859	3,068	40,516
Outbound Calls	3,852	3,678	4,370	4,582	4,824	4,927	4,820	4,741	4,651	4,064	3,683	3,820	52,012
Local	1,694	1,675	1,907	2,215	2,415	2,313	2,225	2,008	1,946	1,869	1,662	1,828	23,757
Intrastate/Intralata	110	80	140	106	104	117	118	170	155	75	88	107	1,370
Intrastate/Interlata	0	7	9	11	6	35	10	10	3	6	9	5	111
Interstate	213	212	269	246	252	358	315	342	339	258	209	190	3,203
Toll Free	251	188	283	277	223	229	256	258	384	210	270	271	3,100
Directory Assistance	6	6	6	6	6	2	0	5	18	8	9	19	91
900 NPA	0	0	0	0	0	0	0	0	0	0	0	0	0
International	0	1	0	0	0	0	0	0	0	0	0	0	1
General Assistance	1,007	911	995	998	1,112	1,242	1,109	1,119	1,073	1,050	959	892	12,467
Baudot Calls	1,085	987	1,472	1,609	1,519	1,080	1,007	847	853	693	680	568	12,400
Turbo Code Calls	885	914	927	940	1,033	1,389	1,607	1,596	1,558	1,429	1,145	1,285	14,708
ASCII Calls	11	28	32	44	13	37	10	3	4	15	0	0	197
Voice Calls	491	523	563	562	638	621	667	651	572	468	489	562	6,807
VCO Calls	368	305	381	428	508	556	419	523	591	409	410	513	5,411
HCO Calls	5	10	0	1	1	2	1	2	0	0	0	0	22
STS Calls	2	2	0	0	0	0	0	0	0	0	0	1	5
Spanish Calls	0	0	1	0	2	1	1	1	6	1	0	2	15

## Historical Call Data 2002

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Total Session Min	22,015	18,937	20,797	20,485	18,161	17,135	21,340	19,973	16,580	17,113	16,140	14,673	223,349
Total Conv. Min	15,904	13,271	14,311	13,781	12,343	11,443	14,871	13,729	11,649	12,329	11,619	10,372	155,622
State Billable Min	16,760	15,356	16,151	15,831	13,862	13,384	16,205	16,001	12,092	12,712	11,859	11,326	171,539
Avg Length	5.61	4.28	5.05	4.33	4.40	4.15	4.63	4.45	4.77	4.79	4.77	4.49	4.64
Inbound Calls	3,921	3,679	4,108	4,803	4,150	4,152	4,627	4,477	3,539	3,585	3,364	3,208	47,613
Outbound Calls	5,349	5,033	5,707	6,110	5,293	5,178	5,970	5,823	4,635	4,528	4,316	4,102	62,044
Local	2,560	2,403	2,547	2,524	2,230	2,098	2,521	2,362	1,897	1,933	1,898	1,788	26,761
Intrastate/Intralata	185	230	197	204	140	142	201	244	143	116	100	119	2,021
Intrastate/Interlata	2	5	2	13	11	0	3	4	6	4	5	3	58
Interstate	330	271	367	453	399	397	555	481	436	324	384	283	4,680
Toll Free	384	261	464	359	343	361	360	274	266	370	308	305	4,055
Directory Assistance	8	1	7	13	9	11	5	6	8	1	2	7	78
900 NPA	0	0	0	0	0	0	0	0	0	0	0	0	0
International	0	0	1	0	0	1	1	0	0	1	0	0	4
General Assistance	807	0	914	1,063	1,081	1,209	1,225	1,191	1,068	1,172	918	928	11,576
Baudot Calls	1,731	1,404	1,926	1,829	1,669	1,327	1,772	1,844	1,290	1,061	1,370	1,324	18,547
Turbo Code Calls	1,816	1,656	1,518	1,224	1,175	1,245	1,413	1,289	1,261	1,074	994	854	15,519
ASCII Calls	39	38	68	236	35	28	24	26	70	96	37	24	721
Voice Calls	1,206	742	774	1,335	1,036	1,009	1,159	1,191	694	648	712	582	11,088
VCO Calls	557	351	507	423	297	360	377	281	251	445	270	375	4,494
HCO Calls	15	0	2	3	0	1	0	1	1	32	15	15	85
STS Calls	0	3	0	1	1	2	0	0	3	0	0	1	11
Spanish Calls	6	3	7	7	2	6	10	20	6	5	1	0	73

## Historical Call Data 2001

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Total Session Min	19,486	18,211	18,462	17,829	19,001	22,102	20,304	17,262	16,016	15,869	17,858	18,630	221,030
Total Conv. Min	14,367	13,307	13,212	12,697	13,306	15,637	13,996	12,376	11,494	11,186	12,430	13,122	157,130
State Billable Min	14,452	13,403	14,493	13,286	14,321	16,688	15,031	11,561	11,214	12,203	14,054	15,140	165,846
Avg Length	6.26	6.23	5.76	5.71	5.80	5.86	5.02	5.86	5.38	4.78	4.94	5.03	5.55
Inbound Calls	3,103	2,919	3,198	3,114	3,268	3,765	4,038	2,932	2,961	3,313	3,615	3,696	39,922
Outbound Calls	4,232	4,054	4,592	4,391	4,636	5,292	5,425	4,156	3,886	4,196	4,764	4,884	54,012
Local	2,126	2,051	2,463	2,312	2,310	2,665	2,371	1,920	1,773	1,893	2,138	2,349	26,371
Intrastate/Intralata	158	129	157	175	210	180	182	140	133	122	186	145	1,917
Intrastate/Interlata	25	35	14	20	11	12	9	5	7	12	11	3	164
Interstate	338	333	300	355	478	551	594	526	332	256	316	272	4,651
Toll Free	284	350	277	308	340	296	307	339	253	273	301	344	3,672
Directory Assistance	15	5	8	6	11	11	10	2	9	7	5	4	93
900 NPA	0	0	0	0	0	0	0	0	0	0	0	0	0
International	1	3	4	0	0	0	0	2	0	0	0	0	10
General Assistance	414	373	320	277	345	528	919	432	614	917	884	881	6,904
Baudot Calls	1,833	1,602	1,750	1,461	1,737	1,932	2,177	1,383	1,350	1,286	1,397	1,383	19,291
Turbo Code Calls	1,073	1,217	1,379	1,387	1,668	1,838	1,352	1,356	1,012	1,136	1,408	1,710	16,536
ASCII Calls	48	80	105	195	97	133	108	54	43	33	62	62	1,020
Voice Calls	743	725	776	853	791	918	1,305	847	1,056	1,263	1,324	1,195	11,796
VCO Calls	535	430	581	495	343	471	483	516	424	478	573	534	5,863
HCO Calls						0	0	0	0	0	12	6	
STS Calls			1	1	0	1	0	2	1	0	2	1	9
Spanish Calls	1	1	3	5	4	4	7	8	6	8	3	3	53

### Historical Call Data 2000

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Total Session Min	23,286	23,422	18,979	19,019	19,106	15,514	18,251	18,376	16,044	17,116	17,921	18,776	225,810
Total Conv. Min	17,199	17,215	13,721	13,654	13,646	10,767	13,064	12,903	11,404	12,698	12,645	13,447	162,363
State Billable Min	18,451	18,557	15,273	14,429	14,620	11,485	13,899	14,391	12,583	12,567	14,193	14,326	174,774
Avg Length	6.08	6.23	5.76	6.11	5.99	5.88	6.31	5.58	5.79	6.50	5.96	6.18	6.03
Inbound Calls	3,820	3,749	3,290	3,104	3,183	2,630	2,879	3,286	2,765	2,629	2,999	3,031	37,365
Outbound Calls	5,276	5,336	4,430	4,339	4,433	3,655	4,009	4,331	3,815	3,641	4,173	4,242	51,680
Local	2,745	2,730	2,321	2,108	2,129	1,690	1,926	2,221	1,999	1,925	2,118	2,148	26,060
Intrastate/Intralata	202	203	228	214	190	132	152	127	95	123	147	115	1,928
Intrastate/Interlata	21	27	11	11	11	19	23	18	12	21	32	11	217
Interstate	340	356	278	376	351	286	344	366	232	319	308	313	3,869
Toll Free	310	329	244	219	329	384	318	243	263	242	309	262	3,452
Directory Assistance	7	5	13	3	6	0	3	4	4	1	5	1	52
900 NPA	1	0	0	0	0	1	0	0	0	0	0	0	2
International	12	2	2	7	1	0	0	0	0	2	3	7	36
General Assistance	526	465	414	395	422	404	409	476	437	333	366	383	5,030
Baudot Calls	2,319	2,419	1,698	1,459	1,757	1,397	1,629	1,645	1,541	1,525	1,813	1,792	20,994
Turbo Code Calls	1,436	1,500	1,306	1,589	1,523	1,085	1,253	1,186	992	998	962	1,016	14,846
ASCII Calls	148	80	18	24	28	26	40	30	116	116	107	110	843
Voice Calls	861	950	828	758	677	627	580	849	685	640	710	750	8,915
VCO Calls	512	386	578	509	447	520	507	621	481	362	581	573	6,077
Spanish Calls	0	2	0	0	0	1	0	0	1	2	1	2	9

**QUESTION:**

**Can you tell me the reimbursement rate per session minute under the current Wyoming Relay Service contract? Can you also tell me the dollar amount of the outreach/marketing agreement under the current contract?**

**ANSWER:** The current reimbursement rate is \$.99/session minute and \$1.32/minute for CapTel. There is no dollar amount for outreach/marketing in the current relay services contract. Outreach/marketing services were provided under three separate contracts with the relay service provider. They were for:

- Services Contract (a comprehensive marketing plan/strategy) – \$16,950.00
- Creative Identity Services Contract – \$56,500.00
- Creative Identity/Public Relations Service Contract – \$31,500.00

**AMENDMENT NUMBER SIX**  
**TO CONTRACT BETWEEN**  
**WYOMING DIVISION OF VOCATIONAL REHABILITATION**  
**DEPARTMENT OF WORKFORCE SERVICES**  
**STATE OF WYOMING**  
**AND**  
**SPRINT COMMUNICATIONS COMPANY, L.P.**

1.     **Parties.** This Amendment is made and entered into by and between the Division of Vocational Rehabilitation, Department of Workforce Services, State of Wyoming, 1100 Herschler Building, 122 West 25<sup>th</sup> Street, Cheyenne, WY 82002, (hereinafter the “Agency”), and Sprint Communications Company, L.P., 13221 Woodland Park Road, Herndon, VA 20171 (hereinafter the “Contractor”).

2.     **Purpose of Amendment.** This Amendment shall constitute the sixth amendment to the Contract between the Agency and the Contractor, which was duly executed on July 31, 1998, became effective on August 1, 1998, was first amended on September 3, 1999, secondly amended on June 7, 2000, thirdly amended on December 18, 2000, fourthly amended on October 1, 2001, and fifthly amended on August 1, 2002. The purpose of this Amendment, known as Amendment Number Six, is to allow payment to the Contractor for the implementation and provision of the enhanced voice carry over (VCO) service known as CapTel™, (“CapTel”, for captioned telephone, is a trademark of Ultratec, Inc.).

3.     **Term of the Amendment.** This Amendment shall commence immediately upon the date the last required signature is affixed hereto, and shall remain in full force and effect through July 31, 2004, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

4.     **Payment**

A.     The Agency shall pay the Contractor one dollar and thirty-two cents (\$1.32) per session minute for all Wyoming CapTel minutes, based on actual monthly call volume, incurred during the trial period of CapTel service. The trial period of CapTel service begins when this amendment is executed, and continues until such time as Federal Communications Commission - compliant (hereinafter “FCC-compliant”) CapTel service is implemented by Contractor for the State of Wyoming, but no later than March 31, 2004.

B.     The Contractor shall include the price per minute of CapTel service, the total number of billable CapTel minutes of service with a breakdown of interstate and intrastate CapTel minutes, the total number of CapTel calls, and the total due for CapTel service on the monthly invoice as separate line items.

C.     Upon implementation of fully FCC-compliant CapTel service for the State of Wyoming, the Agency shall pay the Contractor one dollar and fifty-two cents (\$1.52) per session minute for all intrastate Wyoming CapTel minutes, based on actual monthly call volume. Upon implementation of the FCC-compliant CapTel service, the Contractor shall submit Wyoming interstate CapTel minutes of use to the Interstate TRS Fund for payment, and the Agency will no longer be liable for the payment of interstate CapTel minutes.

D.     Under this Amendment, ninety-five thousand dollars (\$95,000.00) is added to the previous contract price of six hundred six thousand, five hundred dollars (\$606,500.00), which

was increased in Amendment Number Two to one million, six thousand, five hundred dollars (\$1,006,500.00); increased again in Amendment Number Three to one million, forty-six thousand, five hundred dollars (\$1,046,500.00); and increased again in Amendment Number Four to one million, fifty-five thousand, one hundred dollars (\$1,055,100.00). In no event shall the total amended amount paid to the Contractor by the Agency exceed one million, one hundred fifty thousand, one hundred dollars (\$1,150,100.00).

**E.** This Amendment for the provision of CapTel service is funded under the Agency's Telecommunications Relay Service (TRS) program. Funding is provided by 100% earmarked funds that are made available through a surcharge on all commercial and private telephone lines in Wyoming.

## **5. Additional Responsibilities of Contractor**

**A.** The Contractor shall provide a captioned telephone service, known as CapTel, as an enhanced voice carry over (VCO) service. CapTel is provided through the Public Switched Telephone Network (PSTN) using specialized customer premises equipment (CPE) and proprietary technology. It uses a telephone that looks similar to a traditional telephone, but also has a text display that allows the user, on one standard telephone line, to both listen to the other party speak and simultaneously read captions of what the other party is saying. This way, a typical user of this service, who has the ability to speak and some residual hearing, can both listen to what is said over the telephone and read captions for clarification. A Communication Assistant (CA) using specially developed voice recognition technology generates the captions.

**B.** At the earliest possible date, but not later than March 31, 2004, the Contractor shall ensure that the CapTel service provided for the State of Wyoming is fully FCC compliant, meeting or exceeding all operational, technical, and functional minimum standards contained in section 64.604 of the Commission's rules, 47 C.F.R. §64.604 with the clarifications and waivers of the FCC's Declaratory Ruling adopted July 25, 2003, FCC 03-190. The Contractor shall notify the Agency in writing either by certified mail, or overnight mail the date when the FCC-compliant CapTel service is implemented.

**C.** The trial period of CapTel service begins when this amendment is executed, and continues until such time as FCC-compliant CapTel service is implemented by Contractor for the State of Wyoming, but no later than March 31, 2004.

**(i)** During the CapTel trial period, CapTel service shall be available 24 hours a day, seven days a week, 365 days a year (24/7/365).

**(ii)** All CapTel operators have been briefed on procedures for maintaining the confidentiality of calls. The CapTel service during the trial period shall meet the confidentiality requirements for TRS.

**(iii)** FCC's standard requirements for the provision of TRS do not apply to the CapTel trial period.

**(iv)** During the CapTel trial period the service level does not meet all of the minimum requirements for TRS as mandated by the FCC. No guarantee for average speed of answer/service level or blockage will be made.

**(v)** The handling of 911 emergency calls will not be provided through CapTel service for the CapTel trial period.

**D.** Upon the implementation of the FCC-compliant CapTel service, the Contractor shall include CapTel call traffic data in the current monthly traffic reports and invoice. At a minimum, this CapTel call traffic data shall include:

(i) The total number of calls, with a breakdown of calls initiated by CapTel users, as well as calls initiated by individuals calling CapTel users.

(ii) The total number of minutes of use, with a breakdown of the number of intrastate and interstate minutes.

(iii) The monthly call traffic data shall also include call blockage, average speed of answer, and service level data.

E. The Contractor shall provide the Agency with information on CapTel service. The Contractor shall work with the Agency to educate potential users of CapTel in Wyoming about CapTel service.

## **6. Additional Responsibilities of Agency**

A. The Agency, in cooperation with the Contractor, shall educate potential users of CapTel in Wyoming about CapTel service.

B. The Agency shall purchase CapTel telephones through its equipment distribution program and distribute the CapTel telephones to eligible individuals. Purchase of the CapTel telephones will be through a third party and is not the responsibility of the Contractor.

C. The Agency waives its restrictions concerning roaming for the CapTel service. The CapTel telephone is pre-programmed to the State in which the CapTel user resides so any call made on a Wyoming-issued CapTel telephone will be properly charged to the Agency independent of where that call originates.

## **7. Special Provisions**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, and including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

## **8. General Provisions**

A. **Entirety of Amendment.** This Amendment, consisting of four (4) pages represents the entire Amendment between the parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.

INTENTIONALLY LEFT BLANK




**9. Signatures**

A. IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number Six to the Contract between the Agency and the Contractor, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

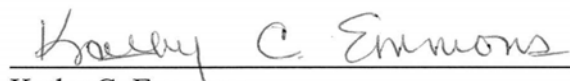
B. This Amendment is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming, or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

C. The effective date of this Amendment is the date of the signature last affixed to this page.

**AGENCY**

  
\_\_\_\_\_  
Keith J. McIntosh  
Administrator  
Division of Vocational Rehabilitation

12-3-03  
Date

  
\_\_\_\_\_  
Kathy C. Emmons  
Director  
Department of Workforce Services

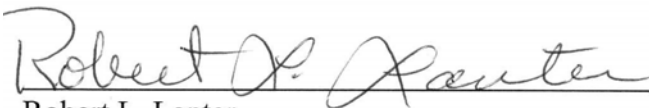
12-8-03  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Don Rawlings  
Senior Contracts Administrator  
Sprint Communications Company, L.P.

12/1/03  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Robert L. Lanter  
Senior Assistant Attorney General

11-26-2003  
Date

I:\CONTRACT\04CON\SprintAM6.DOC